



B13

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Dammingier

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: Jessica Lucas

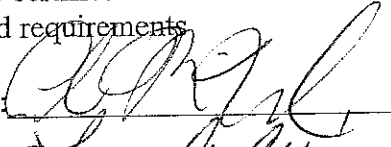
DEPARTMENT: Public Works / Planning

GRANT TITLE: Regional GIS Implementation & Coordination Program

DATE: July 26, 2012

CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements.

REVIEWED BY: 

REVIEWED BY: 

Grants Coordinator

FREEHOLDER MEETING: August 8, 2012

New Jersey Relay Service - 711
Gloucester County Relay Service
(TTY/TTD) - (856)848-6616

**CHECKLIST
RESOLUTION PACKAGE**

GRANT TITLE: Regional GIS Implementation, Coordination

**PLEASE INCLUDE THE FOLLOWING ITEMS FOR:
RESOLUTION PACKAGE**

☒ Grant application - Original

☒ Pages marked for signature

☒ Agenda Request Form via e-mail to Lisa Cerny, Grants Coordinator. 7/6/12

☒ Brief description via e-mail to Lisa Cerny, Grants Coordinator. 7/6/12

☒ Package / Letter for Freeholder Liaison

sent inter-office to FH Summons 7/6/12.

A MINIMUM OF THREE (3) PACKAGES SHOULD BE SENT TO THE GRANTS OFFICE FOR PROCESSING. PACKAGES SHOULD REFLECT THE NUMBER OF ORIGINAL SIGNATURES REQUIRED BY GRANTOR. THIS IS IN ADDITION TO THE NUMBER OF COPIES NEEDED IN THE GRANTS PROCESS.

Please return one
contract
executed copy to

Planning office

Thank you!

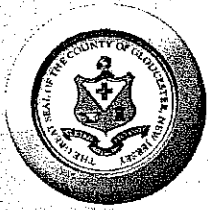
09/26/05

Board of
Chosen Freeholders

County Of Gloucester
State of New Jersey

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Heather Simmons



**Department of Public Works
Planning Division**

Public Works Director
Larry Haynes, Sr.

Richard Westergaard, PP, AICP
Planning Director

Office of Government
Services
1200 N. Delsea Drive
Clayton, NJ 08312

Phone: 856.307.6650
(Development Review
856-307-6658)
Fax: 856.307.6656

Email:

rwestergaard@co.gloucester.nj.us

Web:

www.co.gloucester.nj.us

New Jersey Relay Service -711
Gloucester County Relay Service
(TTY/TDD) - 856- 848-6616



TO: Freeholder Simmons

FROM: Rick Westergaard, Planning Director *RW*

DATE: 7/6/12

RE: Regional GIS Implementation & Coordination

Planning Division staff has submitted the necessary documents to execute Contract No. 13-53-312, Regional GIS Implementation and Coordination Program between the Delaware Valley Regional Planning Commission and the County of Gloucester.

This agreement funds Gloucester County's continued participation in the development of DVRPC's Regional GIS Program. The program is arranged to support the use of transportation data files provided by the State of New Jersey and participating federal agencies. The grant supports the development, maintenance, and sharing of transportation-related data and this project also allows the county to provide the state with additional files that are best fashioned at county and local levels, providing the state with accurate characteristics of roadways and rail systems in Gloucester County. Staff will be responsible for participating in the development of transportation network geography, compiling database elements and data sharing, this includes completing mapping requests from County departments as well. This grant enables the county to have a complete file of highway, rail and local road systems. The funds will be used to reimburse staff time and to fund the maintenance requirement for ARC-GIS, the software used for GIS mapping, the purchase of software enabling file transfers from older/outdated software applications and for staff training in the newer ArcGIS programs.

RW/jsl

Cc: Lisa Cerny, Grants Coordinator

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$30,000

No. 13-53-312

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

THE COUNTY OF GLOUCESTER, NJ

This agreement, made at Philadelphia, Pennsylvania, this 1st day of July, 2012, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N Independence Mall - West, Philadelphia, Pennsylvania 19106, hereinafter referred to as the COMMISSION;

And

The County of Gloucester, NJ, located at Gloucester County Administration Building, 1200 N. Delsea Drive, Clayton, NJ 08312 hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, the COMMISSION has entered into Agreement with the New Jersey Department of Transportation, hereinafter collectively referred as the AGENCY, whereby the COMMISSION is to perform certain obligations under its Agreement in the

accomplishment of a grant from the following Agency:

Agency	Funds	Source of Funds	Date
New Jersey Department of Transportation	\$30,000	Federal Highway Administration - NJ	07/01/2012

WHEREAS, the CONTRACTOR will perform certain services under this Agreement in connection with Project No. 13-53-312, Regional GIS Implementation and Coordination, in the COMMISSION's FY 2013 Work Program, hereinafter referred to as the PROJECT; and

WHEREAS, the CONTRACTOR is qualified to perform the services as herein set forth, being duly selected in accordance with the COMMISSION's CONTRACTOR Selection Procedures; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated;

Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the CONTRACTOR shall be responsible for the technical direction, management and conduct of the PROJECT and administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform such services as are specified in this Agreement, Exhibit "A", Scope of Services, DVRPC Work Program Description, and the Standard Articles of Agreement, DVRPC Form No. 10, Exhibit "B". These two exhibits are attached hereto and made a part hereof by reference.

Section 2: Contract Funding

2.1 The estimated cost of the PROJECT is \$30,000 funded as shown by the following:

Funds Provided by Agencies: \$30,000.00

CONTRACTOR Local Match: \$0.00

CONTRACTOR Match for COMMISSION:

Commission Contribution:

Other Contributions:

Total Amount: \$30,000

Section 3: Method of Payment

3.1 The work to be performed by the CONTRACTOR shall be on a cost-reimbursable basis with progress payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 CONTRACTOR's spending will be in accordance with the Object Budget attached and made part of this agreement as Exhibit "C". If applicable a Task Budget shall be included as a part of Exhibit "C". During the term of this agreement requests to modify either budget shall be made in writing to the COMMISSION's Contracts Officer.

3.3 The amount payable by the COMMISSION to the CONTRACTOR shall not exceed Thirty Thousand Dollars (\$30,000.00). The CONTRACTOR understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

Section 4: Administration of Agreement

4.1 The Executive Director of the COMMISSION, or his/her designee, shall be the authorized agent to act on behalf of the COMMISSION in the administration of this Agreement; shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this Agreement.

4.2 The Principal of the CONTRACTOR, or his or her designee, shall be the authorized agent to act on behalf of the CONTRACTOR in the administration of this Agreement and in the negotiation of matters arising out of this Agreement.

Section 5: Time of Performance

5.1 The CONTRACTOR shall commence work upon the agreement date of the contract. The CONTRACTOR shall complete work on the PROJECT no later than June 30, 2013.

Section 6: Coordination and Cooperation

6.1 The CONTRACTOR agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The CONTRACTOR understands that the services to be provided by the CONTRACTOR form input to the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Special Conditions

7.1 The Standard Articles of Agreement, Exhibit "B" hereto are hereby modified as follows:

Article 1.7- The first sentence shall read: The CONTRACTOR is required to submit a quarterly summary progress report to the COMMISSION no later than thirty (30) days after the close of the preceding quarter.

Article 6- Invoices shall be submitted on a quarterly basis with all invoices submitted with an attached progress report. The final invoices for this project must be submitted no later than August 15, 2013 or payment cannot be assured. All other conditions of Article 6 remain unchanged.

7.2 The CONTRACTOR is authorized to begin work on tasks as identified in Exhibit A, Scope of Services. Purchase of hardware, software, participation in any training or file development activities must be requested in writing by the CONTRACTOR and the CONTRACTOR must receive written approval from the COMMISSION prior to starting this activity. The hardware, software and training must specifically support the PROJECT. Letters should be directed to Mr. Will Stevens at the COMMISSION.

IN WITNESS WHEREOF, the COMMISSION and the CONTRACTOR have executed this Agreement as of the date above first written, intending to be legally bound hereby.

ATTEST: DELAWARE VALLEY REGIONAL
PLANNING COMMISSION

(SEAL) By: _____
Barry Seymour
Executive Director
Date _____

ATTEST: THE COUNTY OF GLOUCESTER, NJ

(SEAL) By: _____
, Gloucester County, NJ
Date _____

Federal Information:
Type of Grant: FHWA Grant
Grant Number: 20.205
Federal Funds: \$30,000.00

SCOPE OF SERVICES
The County of Gloucester, NJ
DVRPC Work Program Description

Exhibit A

**FY2013 Region-wide Transportation GIS Subcontract Scope
Gloucester County**

Task 1: Coordination

Communication between participating agencies continues to be the key to the success of this project. Coordination between agencies and related programs is necessary to resolve technical and policy issues and make effective use of available funding.

- a) Attend all project-related meetings as necessary.
- b) Provide input as it relates to project direction and focus.
- c) Participate in development of all project documentation.
- d) Submit, via email, all acquisition requests to DVRPC Project Manager for approval prior to making acquisitions.
- e) Submit quarterly progress report along with updated object budget, task budget, and receipts.

Task 2: Upgrading Capabilities

It is vital that all participating agencies maintain a level of technical sophistication that allows for advances in methodologies and potential solutions to be achieved across the region. The acquisition and maintenance of hardware and software, the attendance of related conferences, seminars, and training may be eligible under the project budget. Project funding may also be used to hire and/or maintain staff or consultants that are working on tasks related to this project.

- a) Acquire hardware and software as approved for use in the project.
- b) Pay for annual maintenance for hardware and software support and upgrades.
- c) Augment staff that is performing tasks related to the project.
- d) Develop staff capabilities through conferences, seminars, and training.

Task 3: Data Development and Sharing

The goal of this project continues to be to facilitate the use of transportation data provided by State and participating agencies. The development, maintenance, and sharing of transportation-related data are necessary steps towards achieving our goal.

- a) Contribute existing transportation-related data as necessary.
- b) Identify and develop new transportation-related data as required by the project.
- c) Insure that all contributing data meets project standards and is made available to participants.
- d) Perform periodic updates as requested.
- e) Share methodologies related to effective and innovative use of transportation data to project participants as requested.

FY 2013 REGIONAL GIS IMPLEMENTATION AND COORDINATION
TASK BILLING SUMMARY

AGENCY: County of Gloucester
PROJECT NO.: 13.53.312
DATE: 7/2012

Task Title	Budget	Previous Cost	Current Cost	Total Cost	Balance
Task 1 - Coordination	\$2,000.00	-			\$2,000.00
Task 2 - Upgrade Capabilities	\$6,000.00	-			\$6,000.00
Task 3 - Data Development/Sharing	\$22,000.00	-			\$22,000.00
		\$-			\$0.00
		\$-			
Total	\$30,000.00	-			\$30,000.00

FY 2013 REGIONAL GIS IMPLEMENTATION & COORDINATION
OBJECT BILLING SUMMARY

AGENCY: County of Gloucester
PROJECT NO.: 13.53.312
DATE: 7/12

OBJECT CLASSIFICATION	Budget	Previous Cost	Current Cost	Total Cost	Balance
PERSONNEL	\$20,000.00	\$0.00			\$20,000.00
Fringe Benefits @53.83%	\$6,500.00	\$0.00			\$6,500.00
Materials/Supplies	\$2,500.00	\$0.00			\$2,500.00
Travel	\$1,000.00	\$0.00			\$1,000.00
Total	\$30,000.00	\$0.00			\$30,000.00
	\$0.00				
	\$0.00				
Amount Payable	\$30,000.00	\$0.00			\$30,000.00

INVOICE

Delaware Valley Regional Planning Commission
The American College of Physicians Building
190 N. Independence Mall West – 8th Floor
Philadelphia, Pa. 19106-1520

Date: _____
Project No. _____
Reporting Period _____
From: _____
To: _____

Attention: Accounting

This invoice is submitted consistent with the terms and conditions of the above referenced agreement:

1. Total Cost Incurred During Period	\$ _____
2. Less Matching for Agency Grant (%)	\$ _____
3. Net Amount Payable	\$ _____

Submitted By: _____

(Signature)

Agency: _____

Project Title: _____

* Please attach all original invoices.

DETAILED BILLING REPORT

Date: _____

Agreement No. : _____

Reporting Period: From: ____/____/____ To: ____/____/____

The following is a true statement of the costs incurred by our staff during the period:

	Name	Title	Hourly Rate	Hours	Total Costs
1					
2					
3					
4					
5					
6					

SUBTOTAL \$ _____

FRINGE BENEFITS \$ _____

TOTAL LABOR \$ _____

NON-LABOR COSTS (Specify in Detail)

1		\$ _____
2		\$ _____
3		\$ _____

TOTAL NON-LABOR \$ _____

Submitted By: _____

Signature: _____ Date: ____/____/____

TOTAL COST \$ _____

=====

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Standard Articles of Agreement

Form 10

<u>Article 1: Responsibilities and Services of the CONTRACTOR</u>	3
<u>Article 2: Assignability</u>	4
<u>Article 3: Supervision</u>	5
<u>Article 4: Responsibilities of the COMMISSION</u>	5
<u>Article 5: Changes and Amendments</u>	6
<u>Article 6: Compensation and Method of Payment</u>	7
<u>Article 7: Termination of Agreement for Cause and/or Convenience</u>	8
<u>Article 8: Suspension of Agreement - Stop Work Orders</u>	10
<u>Article 9: Disputes</u>	11
<u>Article 10: Arbitration</u>	12
<u>Article 11: Federal Requirements</u>	12
11.1 <u>Civil Rights Requirements</u>	12
11.2 <u>Non-discrimination on the Basis of Handicap</u>	13
11.3 <u>Political Activity</u>	14
11.4 <u>Disclosure of Information</u>	14
11.5 <u>Clean Air and Clean Water</u>	14
11.6 <u>Energy Conservation Program</u>	14
11.7 <u>Historic Preservation</u>	14
11.8 <u>Environmental Requirements</u>	15
11.9 <u>Resource Conservation and Recovery Act</u>	15
11.11 <u>Contract Work Hours and Safety Standards Act</u>	15
11.12 <u>Metric System</u>	15
11.13 <u>False or Fraudulent Statements and Claims</u>	16
11.14 <u>Incorporation of Provisions</u>	16
<u>Article 12: Interest of Members of the COMMISSION and Others</u>	16
<u>Article 13: Interest of the CONTRACTOR</u>	16

<u>Article 14: Interest of Members of Congress</u>	16
<u>Article 15: Audit and Inspection of Records</u>	16
<u>Article 16: Identification of Documents</u>	17
<u>Article 17: Publicity</u>	18
<u>Article 18: Rights in Data, Copyrights, and Disclosure</u>	18
<u>Article 19: Confidentiality</u>	19
<u>Article 20: Patent Rights</u>	19
<u>Article 21: Liquidated Damages</u>	19
<u>Article 22: Invoice Forms and Time Sheets</u>	20
<u>Article 23: Certification of Non-collusion</u>	20
<u>Article 24: Restrictions on Lobbying</u>	21
<u>Article 25: Entire Agreement</u>	21

This document is based on the March 1994 version. The date of all subsequent revisions appears after the Article, Section or paragraph revised.

Article 20: Surveys and Questionnaires was deleted 9-19-97

Last Revision 11-23-98

Article 1: Responsibilities and Services of the CONTRACTOR

1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the CONTRACTOR shall be responsible for the technical direction, management and conduct of the PROJECT.

1.2 The COMMISSION hereby agrees to engage the CONTRACTOR and the CONTRACTOR shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the Agreement and Exhibit "A", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.

1.3 The CONTRACTOR hereby agrees to administer the Agreement in accordance with all requirements and regulations of the AGENCY and COMMISSION. The CONTRACTOR understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this Agreement at any particular time. *Section Revised 2-2-98*

1.4 The CONTRACTOR bears primary responsibility for the administration and success of the PROJECT, although the CONTRACTOR is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise. The giving of such advice shall not shift the responsibility for final decisions to the COMMISSION or the AGENCY.

1.5 The CONTRACTOR hereby agrees to furnish its services in the amount necessary to complete promptly, effectively and in conformance with professional standards established by the AGENCY and Federal government the services specified by this Agreement. All of the services specified by this Agreement shall be performed by the CONTRACTOR and its employees or subcontractor under the personal supervision of a qualified Project Manager as shall be designated by the CONTRACTOR and approved by the COMMISSION. *Section Revised 2-2-98*

The CONTRACTOR agrees that the COMMISSION shall not be subject to any obligations or liabilities to any subcontractor or any other person not party to this Agreement.

Paragraph Added 2-2-98

1.6 The personnel required to perform the services specified by this Agreement shall be procured by the CONTRACTOR. All procurement expenses shall be borne by the CONTRACTOR. All personnel engaged in performing the services specified by this Agreement shall be fully qualified and authorized or permitted under State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION.

1.7 The CONTRACTOR is required to submit a monthly summary progress report to

Exhibit B.3

the COMMISSION not later than ten (10) days after the close of the preceding month. This report shall be in narrative form, divided by tasks as specified in the Scope of Services, and include the percentage of progress for each task for the period and to date; a comparison of costs incurred with amounts budgeted; a comparison of work performed to the schedule; where established goals were not met, or slippage has occurred or is anticipated, the report must include a narrative description of the difficulties encountered and the CONTRACTOR's proposed solution of the problem.

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this Agreement, the CONTRACTOR shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The CONTRACTOR shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be directed to the nature and objectives of the PROJECT, report findings and final recommendations.

1.9 The CONTRACTOR hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The CONTRACTOR shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the CONTRACTOR's officers, employees or agents under this Agreement; and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands. *Section Revised 2-2-98*

1.11 None of the personal services specified by this Agreement shall be subcontracted by the CONTRACTOR without prior approval of the COMMISSION. This provision does not include commercial services, such as printing, etc. *Section Revised 11-20-98*

1.12 All subcontracts entered into by the CONTRACTOR shall contain all of the provisions of these Standard Articles of Agreement. *Section Revised 11-20-98*

1.13 The CONTRACTOR shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal

assistance if a real or apparent conflict of interest would be involved.
11-23-98

Section Added

Article 2: Assignability

2.1 The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION thereto; provided, however, that claims for compensation due, or to become due the CONTRACTOR from the COMMISSION under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COMMISSION.

Article 3: Supervision

3.1 In order that the COMMISSION may meet its obligations to the AGENCY, with respect to supervision of the content and technical quality of the services performed as specified by this Agreement, it is hereby agreed that the services performed by the CONTRACTOR under this Agreement shall be under the general supervision and direction of the COMMISSION.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the Program, shall:

4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to insure that all activities in its Program are compatible and interrelated.

4.2 Provide technical assistance to the CONTRACTOR required during the development of the PROJECT.

4.3 Provide data existing in the COMMISSION's data file to the CONTRACTOR. The cost for this data shall be only that of reproduction or processing. The CONTRACTOR shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the CONTRACTOR shall treat as confidential any materials which may be stipulated by the COMMISSION.

4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the CONTRACTOR.

4.5 The COMMISSION shall, as appropriate, conduct a review of the administration of the PROJECT to determine whether the CONTRACTOR has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this

Exhibit B.5

Agreement.

4.6 After execution of this Agreement, and prior to the first invoice, the COMMISSION's audit staff may hold an "Accounting and Record Keeping" meeting at the CONTRACTOR's offices with their assigned Project Manager, administrative and accounting personnel in order to insure that all procedures and records will be maintained in conformance with Federal Audit Standards and Regulations. *Section Revised 9-19-97*

Article 5: Changes and Amendments

5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this Agreement and do not affect the substantive rights of the COMMISSION or the CONTRACTOR. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the CONTRACTOR. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the CONTRACTOR.

Section Revised 9-19-97

5.2 Minor changes, corrections or additions to the Agreement that have been mutually agreed upon by the COMMISSION and the CONTRACTOR shall be in writing in the form of a letter from the COMMISSION to the CONTRACTOR, setting forth therein the changes, corrections or additions, approved by endorsement of the COMMISSION.

Section Revised 9-19-97

Letters authorizing changes may be issued in the following instances:

- a. When the CONTRACTOR requests a budget revision in the Object Line Budget or Task Budget that exceeds five (5%) percent of the total PROJECT costs.

Paragraph Revised 9-19-97

- b. As determined by the COMMISSION, an extension of the Time of Performance is required.
- c. Minor changes or clarifications to the Scope of Services which do not substantively alter the products to be produced.

5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the CONTRACTOR will require a formal agreement amendment to increase or decrease the dollar amount, the term, or other

Exhibit B.6

principal provisions of this Agreement.

5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this Agreement. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.

5.5 Copies of either or both amendments to the agreement and letters authorizing changes will be attached to the original of this Agreement and to each copy. Such letters and amendments will then become a part thereof.

5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the Agreement number.

Article 6: Compensation and Method of Payment

6.1 Payment shall be made by the COMMISSION to the CONTRACTOR based on monthly or quarterly invoices which shall be submitted in writing by the CONTRACTOR to the COMMISSION. These invoices shall consist of:

- a. Invoice form indicating expenditures during the reporting period duly certified by the CONTRACTOR.
- b. Detailed account of all personnel working on the PROJECT; hourly rate, number of hours, and total costs. Detailed list of all other costs.
- c. Billing Summary by Object Class.
- d. Billing Summary by Task.

Sample forms are attached.

6.2 Such monthly or quarterly invoices for payment shall be honored and paid by the COMMISSION to the CONTRACTOR based on receipt and acceptance by the COMMISSION of the following:

- a. The invoices for payment submitted by the CONTRACTOR in accordance with Section 6.1 hereof.
- b. The PROJECT progress reports submitted by the CONTRACTOR in accordance with Article 1.7 hereof.

The CONTRACTOR's final invoice must be presented within forty-five (45) days after termination of services.

6.3 The final payment shall be made after the COMMISSION has determined that the

CONTRACTOR has satisfactorily performed the services specified by this Agreement. It is expressly understood and agreed that where the final payment is authorized and payment made to the CONTRACTOR prior to final audit, and if at the time of final audit the COMMISSION and/or the United States of America determines items to be ineligible under the Federal grant contract, the CONTRACTOR will make restitution of any overpayment to the COMMISSION for subsequent repayment to the United States of America.

6.4 Allocability of PROJECT costs shall be determined by the following:

- a. The costs must be reasonable within the scope of the PROJECT.
- b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
- c. Such costs must be accorded consistent treatment through application of generally accepted accounting principles.
- d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
- e. Such costs must be net costs to the CONTRACTOR (i.e., the price paid minus any refunds, rebates or discounts). *Paragraph Replaced 2-2-98*
- f. The CONTRACTOR may not delegate or transfer his responsibility for the use of the funds set forth in this Agreement.
- g. Overhead and fringe rates are provisional and subject to audit.

Costs must conform to the applicable US OMB Circular or Federal regulation:

For a legally established government entity - US Office of Management and Budget (OMB) Circular A-87, Revised, "Cost Principals for State and Local Governments".

For institutions of higher education - US OMB Circular A-21, Revised, "Cost Principals for Educational Institutions".

For private non-profit organizations - US OMB Circular A-122, Revised, "Cost Principals for Non-Profit Organizations".

For-private organizations - Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations".

Paragraph Added 2-2-98

6.5 The CONTRACTOR shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.6 Compensation and method of payment are subject to all special conditions set

Exhibit B.8

forth in the Special Conditions Section of this Agreement.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the COMMISSION shall thereupon have the right to terminate this Agreement.

7.2 The COMMISSION shall have the right to terminate this Agreement for convenience whenever the COMMISSION shall determine that such termination is in the best interest of the COMMISSION and that continuation of the PROJECT(s) would not produce results commensurate with the further expenditure of funds.

7.3 This Agreement shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the CONTRACTOR by this Agreement.

7.4 The COMMISSION may terminate this Agreement in writing or by telephone. If termination is telephoned, the COMMISSION shall confirm such termination in writing.

- a. In either case, the effective date of the termination shall be the date of notification.
- b. Upon notification of termination, the CONTRACTOR must stop incurring costs and cease performance immediately. *Section Revised 9-19-97*

7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the CONTRACTOR shall, at the option of the COMMISSION, become the property of the COMMISSION and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. *Section Revised 9-19-97*

7.6 NOTWITHSTANDING the above, the CONTRACTOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the CONTRACTOR, and the COMMISSION may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the CONTRACTOR for breach of this Agreement is determined.

7.7 Prior to termination for cause, the CONTRACTOR shall be afforded an opportunity for consultation.

7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time

pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.

7.9 The CONTRACTOR may not unilaterally terminate the PROJECT work set forth in this Agreement. If, during the development of the PROJECT conditions should change that would warrant complete or partial termination, the CONTRACTOR shall give written notice to the COMMISSION of a request for termination. If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this Agreement, the COMMISSION may enter into a termination Agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the CONTRACTOR has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this Agreement, or annul the Agreement pursuant to this Article.

7.10 Upon termination, the CONTRACTOR must refund or credit to the COMMISSION that portion of any funds paid or owed the CONTRACTOR and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The CONTRACTOR shall not make any new commitments without COMMISSION approval. The CONTRACTOR shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this Agreement. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered stopped by the COMMISSION.

8.2 Work stoppages may be required for good cause, such as, but not limited to, default by the CONTRACTOR, failure to comply with the terms and conditions of this Agreement, realignment of programs, lack of adequate funding or advancements in the state-of-the-art.

- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
- b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the

issuance of a termination notice after a decision to terminate has been made.

8.3 Prior to issuance, stop-work orders shall be discussed with the CONTRACTOR and should be appropriately modified, at the discretion of the COMMISSION, in the light of such discussions. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the CONTRACTOR for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the CONTRACTOR for minimizing costs.

8.4 Upon receipt of a stop-work order, the CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:

- a. cancel the stop-work order, in full or in part;
- b. eliminate the work covered by such order; or
- c. authorize resumption of work.

8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the CONTRACTOR shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the Agreement shall be amended accordingly, provided the CONTRACTOR asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:

- a. the stop-work order results in an increase in the CONTRACTOR's cost properly allocable to the performance of any part of the PROJECT; and/or
- b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.

8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this Agreement.

8.7 Costs shall not be allowable if incurred by the CONTRACTOR after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.

8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this Agreement.

Article 9: Disputes

9.1 Except as otherwise provided by law, or this Agreement, any dispute arising under this Agreement shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the CONTRACTOR.

9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CONTRACTOR mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article Revised 9-19-97

Article 10: Arbitration

10.1 Any dispute between the parties to this Agreement, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.

10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements *Section 11.1 Substantially Revised 11-23-98*

(a) Prohibitions Against Discrimination

The CONTRACTOR agrees to comply with, and assure compliance of all subcontractors with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The CONTRACTOR agrees to comply with, and assure compliance by third

party contractors at any tier under the PROJECT, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000d, and the US Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of the Title VI of the Civil Rights Act", 49CFR Part 21, and any other implementing requirements which may be issued.

(b) Equal Employment Opportunity

The CONTRACTOR agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e; 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The CONTRACTOR to take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.
- ii. If the CONTRACTOR is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the Agreement. Failure by the CONTRACTOR to carry out the terms of the EEO program shall be treated as a violation of this Agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

(c) Disadvantaged Business Enterprise (DBE) Program

- i. The CONTRACTOR hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 23.

- ii. The CONTRACTOR agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The CONTRACTOR agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the CONTRACTOR is required by AGENCY regulations to have a DBE program, the DBE program approved by the is incorporated by reference and made a part of this Agreement. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notifying the CONTRACTOR of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*
- (d) Nondiscrimination on the Basis of Sex: To the extent applicable, the CONTRACTOR agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex and any additional Federal requirements or regulations which may be promulgated.
- (e) Nondiscrimination on the Basis of Age: The CONTRACTOR agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107, and implementing regulations, which prohibit discrimination on the basis of age.
- (f) Access Requirements for Persons with Disabilities: The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. § 5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The CONTRACTOR also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:
- i USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 CFR Part 37.
 - ii USDOT regulations, "Nondiscrimination on the Basis of Handicap in

Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 CFR part 27.

- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 36 CFR Part 1192 and 49 CFR Part 38.
 - iv. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 CFR Part 35.
 - v. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities", 28 CFR Part 36.
 - vi. US General Services Administration regulations, "Accommodations for the Physically Handicapped", 41 CFR Subpart 101-19.
 - vii. US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act", 29 CFR part 1630.
 - viii. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled", 47 CFR Part 65, Subpart F.
 - ix. Federal Transit Administration (FTA) regulations, "Transportation for Elderly and Handicapped Persons", 49 CFR part 609.
 - x. Any implementing requirements the FTA may issue.
- Note: the above regulations essentially provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

- (h) Confidentiality and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism: The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health

Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees", Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations.

Section Revised 11-23-98

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

Section Revised 11-23-98

11.3 Disclosure of Information

All information obtained by the CONTRACTOR in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The CONTRACTOR hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.).

Section Revised 9-19-97

11.5 Energy Conservation Program

The CONTRACTOR agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

Section Revised 9-19-97

11.6 Historic Preservation

In connection with carrying out this Project, the CONTRACTOR shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- (a) Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- (b) Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties. *Section Revised 9-19-97*

11.7 Environmental Requirements

The CONTRACTOR shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

Section Added 9-19-97

11.8 Resource Conservation and Recovery Act

The CONTRACTOR shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

Section Added 2-2-98

11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The CONTRACTOR shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§9601 et seq. *Section Added 2-2-98*

11.10 Contract Work Hours and Safety Standards Act

The CONTRACTOR shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

Section Added 2-2-98

11.11 Metric System

To the extent required by the AGENCY, the CONTRACTOR agrees to use the metric system of measurement in the PROJECT and to the extent practicable and feasible, accept products and services with dimensions expressed in the metric system of measurement.

Section Added 9-19-97

11.12 False or Fraudulent Statements and Claims

The CONTRACTOR agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the AGENCY's regulations, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this Agreement.

Section Added 9-19-97

11.13 Incorporation of Provisions

The CONTRACTOR shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this Agreement, including procurement of materials which shall be secured in compliance with AGENCY regulations and OMB Circular A-102, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement under this Agreement, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Article 12: Interest of Members of the COMMISSION and Others

12.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

Article 13: Interest of the CONTRACTOR

13.1 The CONTRACTOR covenants that no member, officer or employee of the CONTRACTOR has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 14: Interest of Members of Congress

14.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit therefrom.

Article 15: Audit and Inspection of Records

15.1 The CONTRACTOR shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this Agreement in accordance with generally accepted accounting principles and procedures. All costs charged against this Agreement shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The CONTRACTOR shall permit and shall require its subcontractors to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this Agreement. The CONTRACTOR agrees that any payment made by the COMMISSION to the CONTRACTOR, and any expenditures of the CONTRACTOR under the terms of this Agreement, are subject to audit by the COMMISSION.

15.2 The CONTRACTOR agrees to remit to the COMMISSION any excess payments made to the CONTRACTOR, any costs disallowed as a result of audit, and any amounts recovered by the CONTRACTOR from third parties or other sources.

Paragraph Added 11-23-98

15.3 The CONTRACTOR shall preserve all documents, records and books of account pertaining to this Agreement for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the CONTRACTOR to surrender all records at the end of the three (3) year period for additional storage.

15.4 The CONTRACTOR shall provide the COMMISSION with an audit prepared in conformance with the Single Audit Amendments of 1996, 31 U.S.C. §§ 7501 *et seq.*, in accordance with U.S. OMB Circular A-133, "Audit of the States, Local Governments and Non-Profit Organizations", and the latest US Department of Transportation A-133 Compliance Supplement. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The CONTRACTOR understands that the audit may be made available to the AGENCY

and the Comptroller General of the United States.

Paragraph Revised 11-23-98

15.5 Should the COMMISSION audit the CONTRACTOR in place of the audit performed under 15.4 above, the COMMISSION's audit of the CONTRACTOR is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the CONTRACTOR's performance under this Agreement.

Article 16: Identification of Documents

16.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or policies of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 17: Publicity

17.1 Press releases and other public dissemination of information by the CONTRACTOR concerning the PROJECT work shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 18: Rights in Data, Copyrights, and Disclosure

18.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this Agreement by the CONTRACTOR or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which CONTRACTOR or subcontractor at any tier, purchases ownership financed under this Agreement.

18.2 Definition. The term "Data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this Agreement. It does not include the CONTRACTOR's financial reports, or

other information incidental to contract administration.

18.3 Data submitted to and accepted by the COMMISSION under this Agreement shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the CONTRACTOR.

18.4 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CONTRACTOR relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this Agreement. The CONTRACTOR shall not include in the data any copyrighted matter, unless the CONTRACTOR provides the COMMISSION with written permission of the copyright owner for the CONTRACTOR to use such copyrighted matter.

18.5 The CONTRACTOR bears responsibility for the administration of the PROJECT and therefore the CONTRACTOR alone is liable for any claims of copyright infringement for any copyrighted material.

18.6 It is a condition precedent to CONTRACTOR's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The CONTRACTOR shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the CONTRACTOR pertaining to such suit or claim.

Article Revised 9-19-97

Article 19: Confidentiality

19.1 At no time, without written COMMISSION approval, may the CONTRACTOR divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this Agreement that are of direct interest to the COMMISSION.

- (a) The COMMISSION has direct interest in the CONTRACTOR's material when the CONTRACTOR's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
- (b) When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

19.2 After the Agreement period, CONTRACTOR may divulge or release information that is of direct interest to the CONTRACTOR, but which has no direct interest to the COMMISSION.

Article 20: Patent Rights

20.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the CONTRACTOR or its employees or subcontractor, in the course of, in connection with, or under the terms of this Agreement, the CONTRACTOR shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the CONTRACTOR, or subcontractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third party contract as described in the U. S. Department of Commerce regulations " Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" 37 C.F.R. Part 401.

Major Revision 9-19-97

Article 21: Liquidated Damages

21.1 The CONTRACTOR agrees that the COMMISSION shall retain ten percent (10%) of the Agreement amount from Federal funds made available under this Agreement, to be used as a set off for reimbursing the COMMISSION for the cost to administer this Agreement should performance extend beyond the period of performance set forth in the Time of Performance Section of this Agreement.

21.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this Agreement. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.

21.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the CONTRACTOR any funds due from the retainage.

21.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the CONTRACTOR may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the CONTRACTOR.

Article 22: Invoice Forms and Time Sheets

22.1 Sample forms which may be used by the CONTRACTOR in presenting its invoices in compliance with Article 6 hereof are attached hereto.

22.2 In order to comply with Federal Audit Regulations, each employee who works on the PROJECT must account for 100% of his or her time, although he or she only works

Exhibit B.22

on the PROJECT part of the time. The object of this requirement is to prove that the employee is accounting for and assigning 100% of his or her time. This requirement shall also apply to any consultant or subcontractor engaged by the CONTRACTOR.

Article 23: Certification of Non-collusion

23.1 The parties hereto hereby certify that neither the COMMISSION nor the CONTRACTOR, or their representatives have:

- (a) been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this Agreement, employed or retained or agreed to employ or retain, any firm or person;
- (b) been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and CONTRACTOR, any fee, contribution, donation, or other consideration of any kind to solicit to secure this Agreement;
- (c) acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 24: Restrictions on Lobbying

24.1 The CONTRACTOR hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative

- agreements) and that all subrecipients shall certify and disclose accordingly.
- (d) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 25: Entire Agreement

25.1 The Agreement Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- (a) No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- (b) Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

B14

**RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY
MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED WOOLWICH
TOWNSHIP WASTEWATER MANAGEMENT PLAN (WMP) – A CHAPTER OF
THE GLOUCESTER COUNTY UNCONSOLIDATED REGION WMP**

WHEREAS, the Gloucester County Board of Chosen Freeholders desires to provide for the orderly development of wastewater facilities within the County of Gloucester (hereinafter the “County”); and

WHEREAS, the New Jersey Department of Environmental Protection (hereinafter “NJDEP”) requires that proposed wastewater treatment and conveyance facilities, and wastewater treatment service areas, as well as related subjects, be in conformance with an approved WQM plan; and

WHEREAS, the NJDEP has established the WQM plan amendment procedure as the method of incorporating unplanned facilities into a WQM Plan; and

WHEREAS, a proposed WQM plan amendment noticed in the New Jersey Register on June 4, 2012 for the Woolwich Township WMP has been prepared by Aqua New Jersey and Hatch Mott MacDonald; and

WHEREAS, a Public Hearing on the said proposed amendment was held on July 9, 2012 at the Woolwich Township Municipal Building.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that:

1. The County hereby consents to the amendment entitled “Woolwich Township Wastewater Management Plan (WMP) – A chapter of the Gloucester County Unconsolidated Region WMP”, and publicly noticed on June 4, 2012, prepared for the Township of Woolwich, for the purpose of its incorporation into the applicable WQM plan.
2. This consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15-3.4.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, August 8, 2012, at Woodbury, New Jersey.

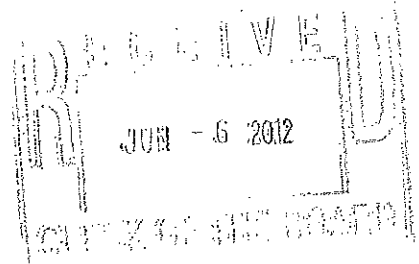


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DiLELLA, CLERK



WOOLWICH TOWNSHIP
120 VILLAGE GREEN DRIVE
WOOLWICH TOWNSHIP, NEW JERSEY 08085
856-467-2666

FAX: 856-467-3545

June 5, 2012

Gloucester County Freeholder Board
Attn: Robert N. DiLella, Clerk
2 North Broad Street
Woodbury, NJ 08096

Re: Woolwich Township WMP Chapter – Request for Written “Consents”
Gloucester County Wastewater Management Plan – Tri-County WQMP
Program Interest Number: 435433
Activity Number: WMP110001

Bob
Dear Mr. DiLella,

As you may know, I serve as Director of Community Development for the Township of Woolwich and, as such, I am a liaison to the Governing Body and have direct oversight upon and involvement with the Township's efforts towards receiving a new sewer service area approval from the New Jersey Department of Environmental Protection (hereinafter NJDEP) related to the Woolwich Township Chapter of the Gloucester County Wastewater Management Plan (hereinafter WMP). Please accept this correspondence in lieu of a more formal document on behalf of the Woolwich Township Committee.

The purpose of this letter is to formally request a written statement of consent from the Gloucester County Board of Freeholders for the proposed amendment to the Woolwich Township Chapter of the Gloucester County WMP as cited above. Regulations administered by the New Jersey Department of Environmental Protection require that all governmental entities, sewerage agencies, and BPU related sewer and water utilities that may be affected by, or otherwise have a substantial interest in, approval of the amendment proposal, shall be requested to issue a written statement of consent. In consideration of this requirement, the governing body of your agency/municipality is hereby requested to issue a statement of consent (which shall be in the form of a resolution by that unit's governing body) concerning the attached amendment proposal. Said statement of consent is required within sixty days of your receipt of this letter and a satisfactorily worded "model" resolution is attached as an aide to you to ensure compliance. Should you determine that the governing body does not support the amendment proposal, it may submit a resolution to that effect, which shall specify the reasons why the amendment proposal is not supported. A copy of the resolution should be sent to us as well as to the New Jersey Department of Environmental Protection, Division of Watershed Management, P.O. Box 420, Mail Code 401-071, 401 East State Street, Trenton New Jersey, 08625. Be aware that if you do

not submit the requested resolution, the New Jersey Department of Environmental Protection maintains the option of considering approval of the proposed amendment. Therefore, it is in your best interest to submit a resolution defining your position so that the Department may consider it in the decision-making process on the amendment proposal.

Pursuant to N.J.A.C. 7:15-3.4, Woolwich Township must attempt to obtain the "consent" of the applicable governing bodies of Gloucester County Board of Freeholders and the Delaware Valley Regional Planning Commission, and also obtain the consent of any agencies that treat wastewater that was generated within Woolwich Township, including the Logan Township Municipal Utilities Authority, Swedesboro Department of Public Works, and Aqua-NJ. Please consider this letter as a formal request that your entity, the Gloucester County Board of Freeholders, issue a written statement of consent for the proposed amendment within sixty (60) days of receipt of this correspondence.

Enclosed and attached to this correspondence are the following documents: (1) a sealed copy from Nancy Wohlebb, PE of the proposed amendment to the Woolwich WMP with associated materials/maps as was submitted to the NJDEP, (2) a copy of the notice that was published in the Registrar and the Gloucester County Times on June 4, 2012, (3) a copy of the NJDEP's letter to me requesting the "consents", and (4) a sample "statement of consent" in the form of a "Resolution consenting to the proposed water quality management plan amendment entitled: Woolwich Township Chapter of the Gloucester County WMP."

Please be advised that a statement of consent by a governmental unit shall be in the form of a Resolution by that unit's Governing Body. Tentative, preliminary, or conditional statements shall not be considered as statements of consent. Please place the NJDEP's program interest number and the activity number, as above-captioned, on any and all correspondence submitted to the NJDEP.

Should you have any other questions, feel free to reach out to me directly at 856 467 2666 ext 3134 or at azappasodi@woolwichtwp.org. I would be happy to make myself available to attend any public meetings as may be necessary in the course of obtaining your entity's consent to the proposed amendment. Thanks in advance for your continued courtesy.

Very truly yours,



Anthony J. Zappasodi, Esq.
Director of Community Development
Township of Woolwich

CC: Jane DiBella, Administrator/Clerk
Mayor Maccarone and Township Committee
Nancy Wohlebb, PE, HMM
Jim Barbato, PE, Aqua-NJ
Rick Westergaard, County Planning Dept
Gerald White, Deputy County Administrator
Rick Brown, NJDEP
Bill Purdie, NJDEP
Kathy Giordano, NJDEP
Elizabeth Semple, NJDEP

ATTACHMENT
STATEMENT OF CONSENT

A RESOLUTION CONSENTING TO THE PROPOSED WATER
QUALITY MANAGEMENT (WQM) PLAN AMENDMENT
ENTITLED: _____

WHEREAS, the _____ desires to provide for the orderly development of wastewater facilities (substitute other wording if appropriate) within _____; and

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) requires that proposed wastewater treatment and conveyance facilities and wastewater treatment service areas, as well as related subjects, be in conformance with an approved WQM plan; and

WHEREAS, the NJDEP has established the WQM plan amendment procedure as the method of incorporating unplanned facilities into a WQM plan; and

WHEREAS, a proposed WQM plan amendment noticed in the New Jersey Register on _____ for (insert name of amendment) has been prepared by _____;

NOW, THEREFORE, BE IT RESOLVED on this _____ day of _____, 20____, by the governing body of the _____ that:

1. The _____ hereby consents to the amendment entitled _____, and publicly noticed on _____, prepared by _____, for the purpose of its incorporation into the applicable WQM plan(s).
2. This consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15-3.4.

I do hereby certify that the foregoing is a true copy of a Resolution passed by _____ at a meeting duly held on _____.



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Coastal and Land Use Planning
Office of Land Use Planning
P.O. Box 420, 401 East State Street
Mail Code 401-071
Trenton, New Jersey 08625-0420
Telephone: (609) 984-6888
Fax: (609) 984-6505

BOB MARTIN
Commissioner

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

Friday May 11, 2012

Anthony J. Zappasodi, Esq.
Director of Community Development
Township of Woolwich
120 Village Green Drive
Woolwich Township, NJ 08085

Re: Woolwich Township WMP Chapter
Woolwich Township, Gloucester County
Gloucester County Wastewater Management Plan
Tri-County Water Quality Management Plan (WQMP)
Program Interest No.: 435433
Activity No.: WMP110001

Dear Mr. Zappasodi:

Enclosed please find a copy of the public notice for the above referenced amendment to the Tri-County WQMP. In accordance with the Statewide Water Quality Management Planning rules (N.J.A.C. 7:15-3.4), public notice is required to be posted in the New Jersey Register (NJR) and one local newspaper of record which is the Gloucester County Times for this planning area. We have attached the appropriate notice for publication. It is the responsibility of the applicant to publish the notice in the newspaper. We anticipate that the notice will be published in the Register on June 4, 2012. Please arrange to have your notice published in the newspaper on that date. If for any reason, the Department is unable to publish the Notice on June 4, 2012, we will contact you.

It is required of you to send to this office affidavits, which include a copy of the published notice, confirming that the public notice has been printed in the newspaper. This amendment cannot be approved until all proofs of publication are received.

In accordance with N.J.A.C. 7:15-3.4, the governing bodies of the following parties shall be asked to issue written statements of consent for the proposed amendment: Woolwich Township, Delaware Valley Regional Planning Commission and the Gloucester County Board of Chosen Freeholders. In addition, requests of consent should be obtained from the Logan Township Municipal Utilities Authority and the Swedesboro Department of Public Works as these agencies treat wastewater generated within the Township, as well as Aqua New Jersey, the Township's franchised wastewater treatment utility.

A statement of consent by a governmental unit shall be in the form of a resolution by that unit's governing body. Tentative, preliminary, or conditional statements shall not be considered to be statements of consent.

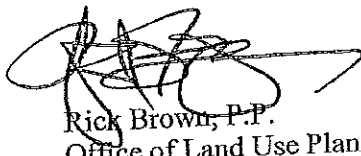
Within 15 days of receiving this letter you must send by certified mail (return receipt requested) a copy of the proposed amendment (which should include public notice, supporting documentation and/or wastewater management plan) to the parties identified above, with a request that they issue a written statement of consent for the proposed amendment within 60 days (see enclosed sample).

The applicant shall promptly forward to the Division of Coastal and Land Use Planning's Office of Land Use Planning a copy of all written statements of consent and other written comments received, and a copy of all requests for consent (with return receipts) sent to parties that did not provide written statements of consent or other written comments within 60 days of their receipt of such requests.

If a party does not respond to a statement of consent request within 60 days, or refuses to issue a written statement of consent for the proposed amendment, the Department will take into consideration the reasons for such action or inaction, if known.

Please place the program interest number and the activity number found above at the top of all written correspondence submitted to the Department. If you have any questions, please contact me at (609) 984-4632.

Sincerely,



Rick Brown, P.P.
Office of Land Use Planning
Division of Land Use Planning

Enclosures to Zappasodi

Copy of Notice to be published in June 4 NJR
Sample letter seeking consents
Sample consent resolution

C: Jane DiBella, Woolwich Township Clerk
Nancy C. Wohlleb, Hatch Mott MacDonald
Rick Westergard, Gloucester County Planning Department
Chris Linn, Delaware Valley Regional Planning Commission
James Pontoriero, NJDEP Financing and Construction Permits
Ron Bannister, NJDEP Nonpoint Pollution Control
Kathy Giordano, NJDEP Office of Land Use Planning
Bill Purdie, NJDEP Office of Land Use Planning



DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF COASTAL AND LAND USE PLANNING

PROPOSED AMENDMENT TO THE TRI-COUNTY WATER QUALITY
MANAGEMENT PLAN; PROPOSED ADOPTION OF THE WOOLWICH
TOWNSHIP CHAPTER OF THE GLOUCESTER COUNTY WASTEWATER
MANAGEMENT PLAN

Public Notice

Take notice that the New Jersey Department of Environmental Protection (Department) is seeking public comment on a proposed amendment to the Tri-County Water Quality Management Plan. The Tri-County Water Quality Management Plan covers Burlington, Camden and Gloucester Counties. This amendment proposal, submitted on behalf of the Board of Chosen Freeholders of Gloucester County as the responsible Wastewater Management Planning Agency, would adopt the Woolwich Township Wastewater Management Plan Chapter as part of the Gloucester County Wastewater Management Plan. The Woolwich Township Wastewater Management Plan Chapter has been prepared pursuant to the applicable sections of the Water Quality Management Planning rules at N.J.A.C. 7:15 and P.L.2011, c.203 enacted on January 17, 2012. If adopted, the Woolwich Township Wastewater Management Plan Chapter will supersede all wastewater service area mapping currently contained in the Tri-County Water Quality Management Plan for areas within Woolwich Township in Gloucester County. The Woolwich Township Wastewater Management Plan Chapter identifies areas to be served by sewage treatment facilities/sewer systems as well as areas to be served by individual subsurface sewage disposal systems (septic systems) with design flows of equal to or less than 2,000 gallons per day. The proposed Wastewater Management Plan Chapter modifies the previously approved sewer service areas for Woolwich Township to reflect the Township's

Master Plan and Transfer of Development Rights (TDR) program that was endorsed by the New Jersey State Planning Commission on April 18, 2008.

Pursuant to P.L. 2011, c.203, the Department, in consultation with the applicable wastewater management planning agency, may approve the inclusion of land within a sewer service area notwithstanding that existing treatment works may not currently have the assured capacity to treat wastewater from such land without infrastructure improvements or permit modification.

Based upon the new authority provided by P.L. 2011, c.203, the Department has determined that it is appropriate to approve a Future Sewer Service Area for Woolwich Township that does not currently have the assured capacity to treat wastewater from the area without infrastructure improvements or permit modification. The Department made this determination in recognition of the scope of the comprehensive land use planning completed and implemented by Woolwich Township which supports the protection of surface and ground water quality.

The Department's proposed adoption of the Woolwich Township Wastewater Management Plan Chapter recognizes that additional issues must be addressed before any new or expanded wastewater treatment facility constructed to serve the Township's proposed Future Sewer Service Area may be built. These issues may include, but are not limited to, compliance with the Department's Coastal Zone Management, Flood Hazard, Coastal and Freshwater Wetlands regulations as well as stormwater management, water quality, antidegradation and effluent limitations, and requirements related to the design, siting and requisite permitting of any treatment works to be expanded, retrofitted, or newly constructed to serve the Future Sewer Service Area. The Department's proposed adoption of this

Wastewater Management Plan Chapter recognizes that the physical provision of sewer service to any particular project site within the Future Sewer Service Area may also be subject to contractual allocations between the Township's franchised wastewater management authority, Aqua New Jersey, the Logan Township Municipal Utilities Authority, and/or private parties, and is not guaranteed by this amendment.

In accordance with N.J.A.C. 7:15-5, environmentally sensitive areas have been assessed to determine what areas are appropriately included in the proposed sewer service areas. Pursuant to N.J.A.C. 7:15-5.24, environmentally sensitive areas are defined as contiguous areas of 25 acres or larger consisting of habitat for threatened and endangered species as identified on the Landscape Project Maps of Habitat for Endangered, Threatened or Other Priority Species, Natural Heritage Priority Sites, Category One (C1) special water resource protection areas, and wetlands, alone or in combination. These environmentally sensitive areas are not included in the proposed sewer service area except as noted below.

In accordance with N.J.A.C. 7:15-5.24(b)1, to determine areas designated as threatened or endangered species habitat, the Department utilized the Division of Fish and Wildlife's Landscape Project Maps of Habitat for Endangered, Threatened or Other Priority Species, versions 2.1 and 3.0, as applicable. Areas identified by the Landscape Project as being suitable habitat for threatened and endangered species are not included in the proposed sewer service areas except as provided under N.J.A.C. 7:15-5.24(e) - (h), or unless a site has undergone a site specific Habitat Suitability Determination prepared in accordance with N.J.A.C. 7:15-5.26 that found the site to be not suitable habitat, or pursuant with N.J.A.C. 7:15-5.24(g)2, the Department determined the environmentally sensitive areas are

not critical to a population of endangered or threatened species the loss of which would decrease the likelihood of the survival or recovery of the identified species.

In accordance with N.J.A.C. 7:15-5.24(b)2, areas mapped as Natural Heritage Priority Sites are not included in the proposed sewer service area, except as provided under N.J.A.C. 7:15-5.24(e) - (h).

In accordance with N.J.A.C. 7:15-5.24(b)3, areas identified as special water resource protection areas along Category One waters and their tributaries are not included in the proposed sewer service areas, except as provided under N.J.A.C. 7:15-5.24(e) - (h). The required buffer width is applied to both sides of a stream measured from the top of bank of an intermittent or perennial stream, or centerline if the bank is not defined, and from the defined edge of a lake, pond or reservoir at bank full flow or level. Category One waters, their tributaries, are afforded a 300-foot buffer. In addition, as required under N.J.A.C. 7:15-5.20(b)3, the proposed FWSA map text indicates that development in riparian zones, or designated river areas, may be subject to special regulation under Federal or State statutes or rules. Riparian zones or buffers are established along all surface waters, based on the surface water body's classification designated at N.J.A.C. 7:9B, under the following regulations: the Flood Hazard Area Control Act Rules, the Stormwater Management rules, and the Water Quality Management Planning rules. Most development within these riparian zones is limited by these regulatory programs.

In accordance with N.J.A.C. 7:15-5.24(b)4, areas mapped as wetland pursuant to N.J.S.A. 13:9A-1 and 13:9B-25 are not included in the proposed sewer service area, except as provided under N.J.A.C. 7:15-5.24(e) - (h).

Pursuant to N.J.A.C. 7:15-5.24(d), areas with Federal 201 grant limitations that prohibit the extension of sewers to serve development in these areas are excluded from the proposed sewer service area either where local mapped information exists delineating these areas, or through a narrative from a reliable source where mapping does not exist. Where a narrative approach has been used, it is noted as text on the proposed FWSA. Pre-existing grant conditions and requirements (from Federal and State grants or loans for sewerage facilities) which provide for restriction of sewer service to environmentally sensitive areas, are unaffected by adoption of this document and compliance is required.

As provided under N.J.A.C. 7:15-5.24(e) – (h), limited environmentally sensitive areas have been included in sewer service areas. Where applicable, Department Wetland, Flood Hazard, and State Open Water Permits or Jurisdictional Determinations have been utilized to determine the extent of the sewer service area on individual lots.

During the development of the Township's Master Plan and TDR program that was Endorsed by the New Jersey State Planning Commission on April 18, 2008, Woolwich Township relied on the Department's guidance and direction to prevent adverse impacts to environmentally sensitive areas. The Master Plan and TDR program endorsed by the State Planning Commission directs sewage producing development into two main areas and away from the Raccoon and Oldman's Creek waterways. In recognition that the Township's comprehensive land use planning and implementing ordinances direct growth to appropriate areas, the Department finds that, pursuant to N.J.A.C. 7:15-5.24(h), the Woolwich Township Future Sewer Service Area may include environmentally sensitive areas as defined at N.J.A.C. 7:15-5.24(b) as it is designed to accommodate center

based development and is an element of an endorsed plan approved by the State Planning Commission.

The Woolwich Township Wastewater Management Plan Chapter establishes through analysis that Woolwich Township's current Zoning Ordinances ensure that development outside of the Future Sewer Service Area utilizing Individual Sub Surface Disposal Systems (ISSDS, a.k.a Septic Systems) will not exceed the groundwater quality limit of 2.0 mg/L nitrate established by New Jersey's Ground Water Quality Standards (GWQS) rules at N.J.A.C. 7:9C. This analysis was conducted within a watershed or drainage basin known as "HUC 11" or "hydrologic unit code 11" which is an area where water drains to a particular receiving surface water body that is identified by the United States Geological Survey using an 11-digit hydrologic unit boundary designation. There are three HUC 11 watersheds that fall within Woolwich Township. They are Cedar Swamp / Repaupo / Clonmell Creek (HUC11 No. 02040202140), Raccoon / Birch Creek (HUC11 No. 02040202150) and Oldman's Creek (HUC11 No. 02040202160). The analysis verifies that the base conventional and cluster zoning, as well as the TDR zoning, is adequate to dilute the nitrate concentration of non-NJPDES (less than 2,000 gallons per day) groundwater discharges to 2 ppm based on the overall dilution available in each of the three listed watersheds.

The proposed Wastewater Management Plan Chapter notes that Woolwich Township will adopt an ordinance concerning development in riparian zones which recognizes that these zones may be subject to special regulation under Federal or State statutes or rules. The ordinance concerning development in riparian zones was introduced on April 2, 2012. Riparian zones or buffers in Woolwich Township are established along all surface waters, based on the surface water body's classification designated at N.J.A.C. 7:9B, under the following

regulations: the Flood Hazard Area Control Act Rules, the Stormwater Management rules, and the Water Quality Management Planning rules. Generally, new or expanded development within established riparian zones is limited by one or more of these regulatory programs. The Department will require that Woolwich Township adopt a Riparian Zone ordinance prior to the adoption of the Woolwich Township Wastewater Management Plan Chapter as part of the Gloucester County Wastewater Management Plan.

As provided under N.J.A.C. 7:15-5.24(e) – (h), limited areas of environmentally sensitive lands (less than 25 acres in size) remain included within the Woolwich Township Future Sewer Service Area. Additionally, where applicable, the Department's Freshwater Wetland, Flood Hazard, and State Open Water permits or Jurisdictional Determinations (Letter of Interpretation, a.k.a LOI) have been utilized to determine the limits of the sewer service area on individual lots

This preliminary notice represents the Department's determination that the Woolwich Township Wastewater Management Plan Chapter is in compliance with the regulatory criteria for identifying sewer service areas pursuant to N.J.A.C. 7:15-5.24 and 5.25. In accordance with P.L.2011, c.203, the Department will accept site specific amendment and revision applications to include additional lands within the Woolwich Township Future Sewer Service Area in Woolwich Township beginning on May 16, 2012. Information regarding an application for an amendment or revisions can be found at <http://www.nj.gov/dep/watershedmgmt/wqmmps.htm>.

Approval of this amendment would not eliminate the need for any permits, approvals, or certifications required by any Federal, State, County, or municipal review agency with jurisdiction over any project/activity. Approval of this

amendment would not provide any implied approval for any other aspects of any project or needed permits and approvals.

This notice is being given to inform the public that a plan amendment has been proposed for the Tri-County WQM Plan. All information related to the WQM Plan, and the proposed amendment is located at the Department, Division of Coastal and Land Use Planning, 401 East State Street, P.O. Box 420, Mail Code 401-07C, Trenton, New Jersey 08625. The Department's file is available for inspection between 8:30 a.m. and 4:00 p.m., Monday through Friday. An appointment to inspect the documents may be arranged by calling the Division of Coastal & Land Use Planning at (609) 984-6888.

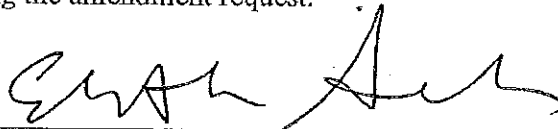
A public hearing on the proposed amendment will be held on July 9, 2012 at the Woolwich Township Municipal Building located at 120 Village Green Drive within Woolwich Township, New Jersey starting at 6 pm and ending 8 pm or close of testimony, whichever comes first.

Interested persons may submit written comments on the amendment to WQM Program Docket, Division of Coastal and Land Use Planning, at the Department address cited above, with a copy sent to

Anthony J. Zappasodi, Esq.
Director of Community Development
Township of Woolwich
120 Village Green Drive
Woolwich Township, New Jersey 08085
and
Mr. Rick Westergaard, PP/AICP

Planning Director, County Planning Division
Gloucester County Government Services Building
1200 North Delsea Drive
Clayton, New Jersey 08312

All comments must be submitted within 15 days following the public hearing. All comments submitted prior to the close of the comment period shall be considered by the Department in reviewing the amendment request.



Elizabeth Semple, Manager
Division of Coastal and Land Use Planning
Department of Environmental Protection

5/8/12

Date

DI

**RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE OF PREMISES
AGREEMENT RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZED
FOR THE BOROUGH OF PITMAN**

WHEREAS, the provision of emergency medical services to residents and visitors of Gloucester County is an essential, life-saving government function; and

WHEREAS, delivery of such services in a timely and professional manner is a significant obligation of local government; and

WHEREAS, to facilitate the delivery of such services in a timely and professional manner, Gloucester County has pursued a carefully constructed plan, in partnership with municipalities, for the regionalization of Basic Life Support Emergency Medical Services; and

WHEREAS, the Borough of Pitman designated the Gloucester County Division of Emergency Medical Services as the provider of Basic Life Support Services by way of Interlocal Services Agreement dated September 30, 2008; and

WHEREAS, on July 3, 2009 the Borough of Pitman and the County of Gloucester formally entered into a Lease of Premises Agreement to provide support for the Basic Life Support Medical Services in the form of facility space and equipment leases; and

WHEREAS, the Borough of Pitman has requested that the County of Gloucester Division of Emergency Medical Services relocate from the property located at One Commerce Street, Pitman, New Jersey to 199 West Avenue, Pitman, New Jersey; and

WHEREAS, the County of Gloucester has agreed to the relocation and it is necessary to execute a Lease of Premises to reflect the relocation to 199 West Avenue, Pitman, New Jersey.

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute with the Borough of Pitman a Lease of Premises Agreement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, August 8, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

LEASE AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

THE BOROUGH OF PITMAN

FOR THE LEASE OF PREMISES LOCATED

AT 199 WEST AVENUE,

PITMAN, NEW JERSEY 08071

Dated: March __, 2012

Prepared by: Thomas G. Campo,
First Assistant County Counsel

TABLE OF CONTENTS

Recitals	3
Paragraph 1. Premises Rented.....	3
Paragraph 2. Term	3
Paragraph 3. Rent	3
Paragraph 4. Use	4
Paragraph 5. Waste, Nuisance, or Unlawful Activity	4
Paragraph 6. Easement, Agreements or Encumbrances	4
Paragraph 7. Insurance.....	4
Paragraph 8. County Repairs	4
Paragraph 9. Utilities.....	4
Paragraph 10. Quiet Enjoyment.....	4
Paragraph 11. Indemnity	4
Paragraph 12. Subordination	4
Paragraph 13. Assignment, Sublease or License.....	4
Paragraph 14. Waiver	4
Paragraph 15. Surrender of Possession.....	5
Paragraph 16. Notices	5
Paragraph 17. Maintenance of Lawns and Snow Removal and for Trash Removal.....	6
Paragraph 18. Dispute Resolution	6
Paragraph 19. Revocation and Amendment of Prior Lease.....	7
Paragraph 20. Total Agreement; Applicable to Successors	7
Paragraph 21. Applicable Law	7
Paragraph 22. Severability.....	7

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), is entered into this ____ day of _____, 2012, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County") and the Borough of Pitman, a municipal corporation of the State of New Jersey ("Municipality").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The Borough of Pitman ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 110 South Broadway, Pitman, New Jersey 08071;
3. County and Municipality have entered into a Shared Services Agreement ("Shared Services Agreement"), which is referred to and incorporated herein. Pursuant to the Shared Services Agreement, the County has agreed to provide to the Municipality emergency medical services consisting of basic life support ambulance services;
4. Consistent with the terms of that Shared Services Agreement, Municipality has agreed to lease to County its ambulance shelter/office premises, described below which Municipality currently owns;
5. N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements;
6. Accordingly, County and Municipality wish to enter into this Lease Agreement based on the terms and provisions which are set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, County and Fire District do hereby agree as follows:

AGREEMENT TO LEASE

1. **PREMISES RENTED:** The premises rented is located at 199 West Avenue, Pitman, New Jersey, 08071 also known as Block 24, Lot 1 and being further known as Pitman Patrol Fire House. The improvements consist of a building with a total area of 5,040 square feet, including 2,016 square feet of bays and 3,024 square feet of meeting room, storage, area, offices, kitchen and lavatories.

The County will occupy the entire building.

2. **TERM.** The term of this Lease shall be for a period of 8 years commencing March 13, 2009 and concluding September 29, 2017. This term is a continuation of the Lease Agreement dated March 13, 2009.

It is the intention of the parties that the term of this lease shall be coincident with the term of the Shared Services Agreement. Accordingly, if the Shared Services Agreement between the County of Gloucester and the Borough of Pitman is terminated by either party, then this Lease Agreement shall be deemed to be terminated simultaneously.

In addition, the County may, if it deems it appropriate to its continued provision of services pursuant to the Shared Services Agreement, terminate this lease by notice to the Municipality, provided as set forth below, which notice shall be provided at least 18 months prior to the date chosen for termination. The County may therefore terminate this Lease without simultaneously terminating the Shared Services Agreement.

3. **RENT.** As the total rent for the premises for the total term of the lease, County shall pay to Municipality the sum of \$1.00. The parties specifically acknowledge that further significant consideration for the making of this Agreement is the services that shall be provided to Municipality consistent with the terms and provisions of the Shared Services Agreement, for which services Municipality is not obligated to pay any compensation.

4. **USE.** County may use the premises to operate a basic life support ambulance service, as that service is further described in the Shared Services Agreement.
5. **WASTE, NUISANCE, OR UNLAWFUL ACTIVITY.** County shall not allow any waste or nuisance on the premises. County shall neither use nor occupy the demised premises or any part thereof for any unlawful, disreputable, or ultra hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind.
6. **EASEMENT, AGREEMENTS OR ENCUMBRANCES.** The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the demised premises. Municipality will notify County of any easements, agreements, or encumbrances of which they have knowledge. Municipality covenants that the premises may legally be used for the operation of the basic life support ambulance service.
7. **INSURANCE.** The County shall at all times during the term of this Lease maintain hazard insurance and liability coverage insurance on the premises occupied by the County. Municipality shall be named as an additional insured. Municipality shall at all times during the term of the Lease maintain hazard insurance and liability insurance on the premises. County shall be named as an additional insured.
8. **COUNTY REPAIRS.** County shall, at its sole cost and expense, maintain and repair all parts of the leased premises which it occupies and for which Municipality is not expressly responsible, and shall maintain the premises in a reasonably good condition.
- In the event that pursuant to this provision of this Agreement, County makes any improvements to the premises then, upon the termination of this Lease, Municipality shall reimburse County for the prorated value (based on the remaining useful life) of the cost of improvements.
9. **UTILITIES.** The County shall pay utilities on the building as the County will be occupying the entire building. In the event the County at some point does not occupy the entire building, the County will share the utilities with the Municipality based upon the percentage of use of the building.
10. **QUIET ENJOYMENT.** Municipality covenants and agrees that it has the full and unrestricted right and lawful authority to make and enter into this Lease. County, upon paying said rent and other charges herein and otherwise fully and punctually performing all the other terms and conditions imposed on County, shall and may peaceably and quietly have, hold and enjoy the premises hereby demised for the term aforesaid free from disturbance by the Municipality or anyone claiming by, through or under the Municipality.
11. **INDEMNITY.** County shall indemnify save and hold harmless Municipality from and against any and all claims or liability for injury or damage to any person or property occurring in or about the premises occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by County, its agents, servants, employees and invitees. Nothing contained herein shall absolve Municipality for any injuries or damage caused by Municipality's negligence or the negligence of Municipality's agents, servants or employees. Municipality will maintain appropriate owner's liability insurance and Municipality shall indemnify save and hold harmless County from and against any and all claims or liability for injury or damage to any person or property occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by Municipality, its agents, servants, employees and invitees.
12. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to any and all encumbrances created by any bond financing, the purpose and part of which was to acquire or improve the premises.
13. **ASSIGNMENT, SUBLEASE OR LEASE.** County shall be permitted to assign the Lease or sublease the premises and any right or privilege connected therewith, after first obtaining the written consent of Municipality, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no assignment or sublease by County shall relieve County of its obligations under this Lease.
14. **WAIVER.** The failure of either of the parties hereto in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege, or operation herein conferred upon or reserved to such party, shall not operate and not be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to

enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect.

15. SURRENDER OF POSSESSION. County shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the demised premises to Municipality free of sub tenancies, including all buildings, additions, and improvements constructed or placed thereon by County, except movable trade fixtures, all in reasonably good condition and repair with regard to those portions of the premises which County has been required to maintain and repair. County shall, if not in default hereunder, remove its equipment, goods, trade fixtures, and effects and those of all persons claiming by, through or under it, provided that such removal does not cause irreparable damage to the premises.

In the event that pursuant to this Agreement, County makes any improvements to the premises then, upon the termination of this Lease, Municipality shall reimburse County for the prorated value (based on the remaining useful life) of the cost of improvements

16. NOTICES. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, or by overnight commercial courier service to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Notices may also be given by facsimile transmission weekdays (exclusive of County legal holidays) between the hours of 8:30 a.m. and 4:30 p.m. provided that any such transmission shall be promptly confirmed by any of the other permitted means of notice set forth above addressed to the following:

If to the County:

Chad Bruner, County Administrator
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

With copy to:

Matthew P. Lyons, County Counsel
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

If to Municipality:

Borough of Pitman
110 South Broadway
Pitman, NJ 08071
Attn: Borough Clerk

With copy to Solicitor of Municipality:

Brian Duffield, Esquire
95 North Main Street
Mullica Hill, New Jersey 08062

Either party may, by notice given as described above, change its address for all subsequent notices. All notices hereunder shall be effective upon receipt or (if by other than personal delivery) first attempted delivery.

17. MAINTENANCE OF LAWNS AND SNOW REMOVAL AND FOR TRASH REMOVAL. County will be responsible for the maintenance of lawns and for snow and trash removal for any stand alone building which is the subject of this Lease Agreement. Municipality shall provide trash pick up services at the premises.

18. DISPUTE RESOLUTION.

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Municipality arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. **Contract Performance Pending Mediation.** During mediation proceedings, County shall continue to perform the services described in this Agreement.

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

19. **REVOCATION AND AMENDMENT OF PRIOR LEASE.** The Lease dated March 13, 2009 shall be and is hereby revoked, as the County will no longer be using the space as 1 Commerce Street, Pitman, New Jersey, also known as Block 77, Lot 1. The Municipality will take over complete use of that building and therefore the Lease dated March 13, 2009 is hereby null and void. This new Lease where in the County will occupy Pitman Patrol Fire House, located at 199 West Avenue, Pitman, New Jersey 08071 and this will supersede the earlier Lease.

20. **TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS.** This Lease contains the entire agreement between the Parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and assigns of both parties.

21. **APPLICABLE LAW.** This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

22. **SEVERABILITY.** If any term or provision of this Lease shall to any extent be held to be invalid or unenforceable under the applicable law, the remaining provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

IN WITNESS HEREOF, Municipality and County have hereunto set their hands and seals, all as of the day and year first above written.

ATTEST:

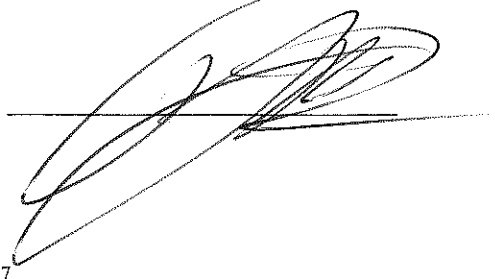
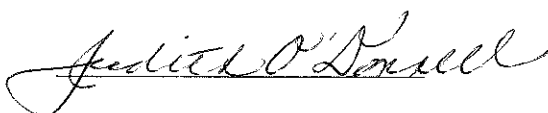
COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF PITMAN


7

D2

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FY2007 PORT
SECURITY GRANT FROM THE OFFICE OF HOMELAND SECURITY AND
PREPARDNESS IN THE AMOUNT OF \$187,442.48 WITH AN IN-KIND MATCH OF
\$46,860.62, FOR A TOTAL AMOUNT OF \$234,303.10,
FROM JULY 15, 2012 TO AUGUST 31, 2012**

WHEREAS, the Office of Homeland Security and Preparedness is the State Administrative Agency for federal preparedness funding and is awarding Gloucester County funding under the FY07 Port Security Grant Program (PSGP); and

WHEREAS, this FY07 Port Security Grant includes federal funding in the amount of \$187,442.48 with an in-kind match of \$46,860.62, for a total amount of \$234,303.10, from July 15, 2012 to August 31, 2012; and

WHEREAS, the Gloucester County's Emergency Response recently made purchases for a portable generator, two ambulances, and NEPTUNE foam, these funds will help recover some of the costs associated for these purchases, with an understanding that the equipment purchased will be used fifty percent (50%) of the time supporting the Port Sector Delaware Bay.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

- 1) The acceptance of the FY07 Port Security Grant for funds in the amount of \$187,442.48 with an in-kind match of \$46,860.62, for a total amount of \$234,303.10, from July 15, 2012 to August 31, 2012 is hereby authorized; and
- 2) That the Freeholder Director and Clerk of the Board be and are hereby authorized and directed to execute any and all documents which may be necessary to effectuate the FY07 Port Security Grant.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on August 8, 2012 in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

D2

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: July 23, 2012

1. TYPE OF GRANT

x NEW GRANT
____ RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER ____

2. GRANT TITLE: 2007 Port Security Grant

3. GRANT TERM: FROM: July 15, 2012 TO: August 31, 2012

4. COUNTY DEPARTMENT: Emergency Response

5. DEPT. CONTACT PERSON & PHONE NUMBER: Len Clark (856) 307-7156

6. NAME OF FUNDING AGENCY: 2007 Port Security Grant

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): This FY07 Port Security Grant was awarded to the County of Gloucester and will reimburse the efforts used to purchase a portable generator, two ambulances and NEPTUNE foam and also covering equipment maintenance cost. This funding was made available with the understanding that this equipment will be used fifty percent (50%) of the time supporting Port Sector Delaware Bay.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "*"):

NAME	AMOUNT	NAME	AMOUNT

9. TOTAL SALARY CHARGED TO GRANT: \$ ____

10. INDIRECT COST (IC) RATE: ____%

11. IC CHARGED TO GRANT'S ____

12. FRINGE BENEFIT RATE CHARGED TO GRANT: ____%

13. DATE APPLICATION DUE TO GRANTOR ____

14. FINANCIAL:

REQUESTED

MANDATED

GRANT FUNDS

\$ 187,442.48

CASH MATCH

(Attach Documentation)

IN-KIND MATCH

\$46,860.62

TOTAL PROGRAM BUDGET: \$ 5234,303.10

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?

YES x NO

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. lcerny@co.gloucester.nj.us

DEPARTMENT HEAD:

Signature _____

DATE: 7/26/12

Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION:

DATE RECEIVED BY BUDGET OFFICE:

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1.

Signature _____

2.

Signature _____

Revised: 9/22/03



D2

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damming

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: Janeen Brown

DEPARTMENT: Emergency Response

GRANT TITLE: FY07 Port Security Grant Program

DATE: July 26, 2012

CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements.

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]

Grants Coordinator

FREEHOLDER MEETING: August 8, 2012

New Jersey Relay Service – 711
Gloucester County Relay Service
(TTY/TTD) – (856)848-6616



CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT. GOVERNOR

State of New Jersey
Office of Homeland Security and Preparedness
PO Box 091
TRENTON, NJ 08625-0091

EDWARD DICKSON
DIRECTOR

July 6, 2012

Mr. Chad M. Bruner
Gloucester County Administrator
Courthouse, P.O. Box 337
Woodbury, NJ 08096

RE: FY07 Port Security Grant Program – Sector Delaware Bay
(Grant No. 2007-GB-T7-0184, CFDA No. 97.056)

Dear County Administrator Bruner:

The Office of Homeland Security and Preparedness (OHSP), in its role as the State Administrative County for federal preparedness funding, is pleased to advise you that the County of Gloucester is being awarded reprogrammed funding under the FY07 Port Security Grant Program (PSGP). The OHSP is awarding these funds to Gloucester County for a portable generator, two ambulances and NEPTUNE foam and equipment maintenance. This subgrant award encompasses federal funding in the amount of \$187,442.48 with the 25% cash match being satisfied with the remaining project costs. This funding is being made available based on the understanding that this equipment will be used fifty percent (50%) of the time to support Port Sector Delaware Bay.

Enclosed you will find a Grant Agreement and standard assurances/conditions that the U.S. Department of Homeland Security has placed upon the use of these funds. I would appreciate you signing and returning the agreement and attachments to Steven Talpas, Bureau Chief, Grant and Program Management Bureau, Office of Homeland Security and Preparedness no later than July 15, 2012.

Gloucester County will also be required to use and comply with the OHSP's web-based Grants Tracking System (GTS). The awarding of these funds is conditioned upon your county's full participation with GTS. Since these funds have already been expended, Gloucester County is required to populate GTS and submit all reimbursement requests prior to August 31, 2012.

Mr. Chad M. Bruner

Page 2

July 6, 2012

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact Steven Talpas at (609) 584-4811.

Very truly yours,

A handwritten signature in black ink, appearing to read "Edw Dickson", written in a cursive style.

Edward Dickson, Director
Office of Homeland Security and Preparedness

ED/LC:kw

Enclosures

cc: Steven Talpas, Chief, Grant and Program Management Bureau, OHSP
Lisa Conte, Grant Liaison, OHSP
William Kelly, Fiscal Officer, OHSP
Len Clark, Gloucester County OEM

STATE OF NEW JERSEY FEDERAL GRANT AGREEMENT

Office of Homeland Security and Preparedness and

County of Gloucester (Subgrantee)

GENERAL

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification

PRE-AWARD REQUIREMENTS

- V. Special Grant Conditions

POST-AWARD REQUIREMENTS

- VI. Financial Management System
- VII. Method of Reimbursement
- VIII. Allowable Costs
- IX. Period of Performance
- X. Matching and Cost Sharing
- XI. Program Income
- XII. Budget Revisions and Modifications
- XIII. Property Management and Disposition Standards
- XIV. Procurement Standards
- XV. Monitoring of Program Performance
- XVI. Financial and Performance Reporting
- XVII. Access to Records
- XVIII. Record Retention
- IXX. Enforcement
- XX. Termination and Suspension

POST-AWARD REQUIREMENTS

- XXI. Grant Close Out Procedures

ATTACHMENTS

- A. Non-Supplanting Certification Form
- B. Standard Assurances
- C. Special Conditions

- D. Certification Regarding Lobbying
- E. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- F. Conditions on CBRN/HAZMAT Grant Funding
- G. Interoperability Projects (N/A - not attached)
- H. OHSP Special Conditions for Funding Regarding Automated License Plate Readers (N/A - not attached)
- I. Specialized Vehicles
- J. Information Technology Projects (N/A - not attached)
- K. Protocol for Processing and Issuing ID Cards (N/A - not attached)
- L. OHSP Grant Extension Request Form

**STATE OF NEW JERSEY
NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS
FEDERAL GRANT AGREEMENT**

I. Grant Agreement Data.

This agreement is between **County of Gloucester** (hereinafter "Subgrantee") and the **New Jersey Office of Homeland Security and Preparedness** (hereinafter the "SAA" or "State Administrative Agency"). The agreement is undertaken pursuant to the authority of the SAA under Executive Order No. 5 (Corzine 3/16/06) to pass through federal preparedness assistance awarded to New Jersey by the Department of Homeland Security (hereinafter "DHS") under the **FY07 Port Security Grant Program**, (Award No. 2007-GB-T7-0184, CFDA No. 97.056), being awarded **\$187,442.48**, hereinafter ("PSGP"), or state preparedness funding

II. Compliance With Existing Laws.

- A. The Subgrantee, in order to permit the SAA to award this grant, agrees to comply with all state and municipal laws, rules, regulations and requirements generally applicable to the activities in which the Subgrantee is engaged in the performance of this grant.
- B. These laws, rules, regulations and requirements include, but are not limited to the following.
1. New Jersey Department of the Treasury, Office of Management and Budget documents.
 - a. Circular Letters 04-04-OMB, Single Audit Policy for Recipients of State Grants and State Aid: <http://www.state.nj.us/infobank/circular/cir0404b.htm>
 - b. State Grant Compliance Supplement:
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>
 - c. Department of Treasury Fixed Assets, Circular No. 11-18-OMB Capital Assets:
<http://www.state.nj.us/infobank/circular/cir1118b.pdf>
 - d. Department of Treasury Equipment Inventory Process, Circular No. 11-19-OMB Asset Inventory Requirements: <http://www.state.nj.us/infobank/circular/cir1119b.pdf>
 - e. Uniform Administrative Requirements for Grant and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofits Organization, Circular A-110:
<http://www.whitehouse.gov/omb/circulars-a110>

2. State Affirmative Action Requirements.

The Subgrantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5, et al, and P.L. 1975, C127 and all implementing regulations.

C. The Subgrantee is in compliance with all requirements of Executive Order No. 5 (Corzine 3/16/06) and all federal NIMS compliance requirements, to include NIMSCAST reporting requirements, Homeland Security Presidential Directive No. 5: www.fas.org/IRP/offdocs/NSPD/HSPD-5.html and NIMS objectives: <http://www.fema.gov/pdf/emergency/nims/FY2009NIMSImplementationChart/pdf>. Additional information on NIMS compliance is available at: <http://www.fema.gov/emergency/nims/ImplementationGuidanceStakeholders.shtm>.

D. Failure to comply with the laws, rules and regulations shall be grounds to terminate this grant.

III. Bonding and Insurance.

It is the responsibility of the Subgrantee to ensure all bonding and insurance requirements consistent with the business/not-for-profit entity are executed to include the purposes and intent of this grant agreement.

IV. Indemnification.

The Subgrantee shall be solely responsible for any and all claims, loss, liability, expenses or damages resulting from any or all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subgrantee's services or any other persons, or from any damage to any property sustained in connection with the delivery of the Subgrantee's services that results from any acts or omissions, including negligence or malpractice, or any of its officers, directors, employees, agents, servants or independent contractors, or from the Subgrantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Subgrantee to the extent provided in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., or other applicable law. The Subgrantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Subgrantee's liability under this grant agreement shall continue after the termination of this Grant Agreement with respect to any liability, loss, expenses or damages resulting from acts occurring prior to termination.

V. Special Grant Conditions.

A. Subgrantee may be considered "high risk" if OHSP determines that a Subgrantee meets any of the following criteria.

1. Has a history of unsatisfactory performance.
2. Is not financially stable.

3. Has a financial management system which does not meet the standards set forth in section VIII of this agreement.
 4. Has not complied with terms and conditions of a previous award.
- B. If a Subgrantee shall be deemed to be a high risk by OHSP, but in its discretion, OHSP determines that an award will be made, special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award. Special conditions/restrictions may include, but may not be limited to, any of the following activities.
1. Withholding authority to proceed until evidence of acceptable performance within a given funding period is observed.
 2. Requiring additional, more detailed financial reports.
 3. Additional project monitoring.
 4. Requiring the Subgrantee to obtain technical or management assistance.
 5. Establishing additional prior approvals.
- C. If OHSP imposes such conditions, the OHSP Grant and Program Management Bureau Chief shall prepare written notification, as soon as possible, providing the following information.
1. The nature of the special conditions/restrictions.
 2. The reason(s) for imposing the special conditions.
 3. The corrective actions that must be taken before the special conditions will be removed by OHSP and the time allowed for completing the corrective actions.
 4. The method of requesting reconsideration of the conditions/restrictions imposed.
- D. The Subgrantee agrees to maintain, at its own expense, all of the equipment purchased with grant funds.
- E. The Subgrantee will identify a project manager and/or a Point of Contact (POC) for ensuring that all tasks, services and products, quality of deliverables and timeliness of all services are satisfied within the contract requirements and reviewing all contract packing slips and billing invoices assuring that the contractor is paid only for services rendered and goods delivered to the projects.
- F. OHSP has designated an OHSP liaison staff or POC who will be responsible for programmatic and financial monitoring of this project.

- G. The Subgrantee will absorb costs beyond funding awarded and/or adding of projects not included in the original scope of work.
- H. The Subgrantee will ensure sustainability by assuming all responsibility of operating, maintaining and incurring future costs associated with the equipment and services purchased.
- I. For federal grants, the Subgrantee agrees to sign the attached Non-Supplanting Certification Form. (See Attachment A); agrees to comply with the attached federal Standard Assurances (Attachment B) and Special Conditions (Attachment C); to sign the attached Certification Regarding Lobbying and Debarment (Attachment D), Suspension, Ineligibility and Voluntary Exclusion (Attachment E). The remaining attachments (F through K) are project specific and apply only if your agency seeks to utilize grant funds to support project(s) relating to one or more of the attachments focus areas. Attachment L is only utilized when seeking an extension request. Subgrantees will comply with the conditions on CBRN/HazMat Grant Funding (Attachment F); Interoperability Projects (Attachment G); OHSP Special Conditions for Funding Regarding Automated License Plate Readers and sign the Certification form (Attachment H); Specialized Vehicles (Attachment I) and Information Technology Projects (Attachment J); Protocol for Processing and Issuing I.D. Cards (Attachment K) and OHSP Grant Extension Request Form (Attachment L).
- J. Environmental and Historic Preservation (EHP) Compliance: EHP requires that any federally funded grant activity be reviewed for the potential to have an adverse impact on communities, public health or the environment within the place of performance of the project. In order to fulfill its requirements, DHS requires awardees and/or responsible jurisdiction sub-awardees, pursuant to the assurance related to this grant program, to complete and submit an EHP Compliance Checklist indicating any effects the awardee's proposed expenditures might have.
- K. All allocations and use of funds under this grant must be in accordance with any applicable Program Guidelines and Application Kit as well as the special conditions and terms provided by DHS.
- L. Subgrantee agrees to be in full compliance with the *FEMA Financial Management Guide* which can be downloaded at www.dhs.gov/xlibrary/assets/grants_FinancialManagementGuide.pdf.

VI. Financial Management System.

- A. The Subgrantee shall be responsible for maintaining a financial management system (see paragraph B below) and will immediately notify OHSP when the Subgrantee cannot comply with the requirements established in this section of the grant.
- B. The Subgrantee's financial management system shall include the following components.
 - 1. Financial Reporting.

Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial report requirements of the grant.

2. Accounting Records.

Records that adequately identify the source and application of funds for OHSP supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.

3. Internal Control.

Effective internal and accounting controls over all funds, property and other assets. The Subgrantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

4. Budget Control.

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by OHSP.

5. Allowable Costs.

Procedures for determining reasonableness, allowability and allocability of costs generally consistent with the grant proposal upon which this grant agreement is made and consistent with the provisions of state and/or federal cost principles.

6. Source Document.

Accounting records that are supported by source documents.

- C. OHSP may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the issuance of the grant agreement. If OHSP determines that the Subgrantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by OHSP upon written notice to the Subgrantee, until such time as the system meets with OHSP's approval.

VII. Method of Reimbursement.

- A. Reimbursements made to the Subgrantee shall be in the form of electronic transfer by OHSP, upon receipt by OHSP of a properly executed payment voucher/purchase order and approved invoice, which will be properly uploaded within the OHSP administered Grant Tracking System (hereinafter GTS). Reimbursement requests must be submitted to OHSP with a properly completed Request for Reimbursement form, to include the signature of the agency's treasurer or fiscal officer. (Electronic submissions, including an electronic signature, are permissible.) Subgrantee reimbursement requests

must be submitted to OHSP on a quarterly calendar basis for costs incurred during the quarter for approved goods/services and/or for any approved salary/fringe benefit costs. Quarterly reimbursement requests must be submitted to OHSP within ten (10) business days after the close of each quarter. The OHSP will not take any action on or process any reimbursement request that is more than twelve (12) months past the documented date the Subgrantee paid their vendor for the good or service for which the Subgrantee is seeking reimbursement.

NOTE: If a Subgrantee is not registered to receive electronic fund transfers from New Jersey, they must contact William Kelly, Fiscal Manager, OHSP.

- B. No expenditures made prior to the commencement of this agreement shall be eligible for reimbursement from the Subgrantee's allocation.
- C. Agencies seeking reimbursement for an approved acquisition shall follow the reimbursement example posted on the OHSP Website at NJhomelandsecurity.gov.
- D. Any salary/fringe reimbursement will only be processed after OHSP has received and reviewed the required periodic time and activity "Certification Form" available on the OHSP website.

VIII. Allowable Costs.

- A. The Subgrantee acknowledges and agrees that expenditures by the Subgrantee shall be solely for the purposes of implementing the projects set forth in the Subgrantee's approved Spending Plan Template and Annex.
- B. Grant funds must be used for allowable costs consistent with the provision of state and federal cost principles.
- C. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.

IX. Period of Performance.

- A. Each Homeland Security Grant Program (Federal and State) has a period of performance established by the granting authority. The period of performance sets the starting date and the closing date in which grant funds may be expended.
- B. OHSP will seek a grant extension for a Subgrantee only if compelling written justification for the delay in procurement is provided along with a fiscal plan that demonstrates how the unspent grant funds will be expended within the extension (usually six (6) months).
- C. Attached as Attachment L to this Grant Agreement is the OHSP Grant Extension Request Form with directions. Subgrantees may submit an extension request within the last ninety (90) days of the original period of performance.

X. Matching and Cost Sharing.

The Subgrantee shall be required to account to the satisfaction of OHSP matching and cost sharing requirements (if applicable) of the grant in accordance with state and/or federal requirements.

XI. Program Income.

- A. Program income shall be defined as gross income earned by the Subgrantee from federal grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights. The following pertains to cash advances that are issued by OHSP to local units of government, nonprofit, commercial and non-governmental organizations.
- B. All local units of government (political subdivisions of a state, including cities, towns, counties and special districts created by state law) shall account for interest earned on federal funds. Local units of government may keep interest earned on federal grant funds up to \$100 PER FEDERAL FISCAL YEAR. This maximum limit is not per award; it is inclusive of all interest earned as a result of all federal grant program funds received per year.
- C. Nonprofit, commercial and non-governmental organizations shall account for interest earned on federal funds. These types of organizations may keep interest earned on federal grant funds up to \$250 PER FEDERAL FISCAL YEAR. This maximum limit is not per award; it is inclusive of all interest earned as a result of all federal grant program funds received per year.
- D. All other program income earned during the grant period shall be retained by the Subgrantee and used in accordance with the original intent of the grant agreement.
- E. Interest earned, in excess of the amounts stated above, must be remitted to the United States Department of Health and Human Services, Division of Payment Management Services, P.O. Box 6021, Rockville, MD 20852.

XII. Budget Revisions and Modifications.

- A. Budget revisions and modifications must be requested by the Subgrantee and approved by OHSP in writing (via GTS, see section XVIII.C.) before they become effective. (In the case where OHSP assumes the GTS data entry responsibility, a budget revision notification must be made in writing to OHSP.) A revised Annex to the Spending Plan will be required.
- B. OHSP may also, at its option, establish policy to restrict reprogramming of funds among direct cost categories and must require Subgrantees to comply with applicable state requirements concerning prior approval for certain budget changes.
- C. If the Subgrantee is making program expenditures or providing grant services at a rate, which in the judgment of OHSP will result in substantial failure to expend the grant amount or provide grant services, OHSP may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to

develop, to the satisfaction of OHSP, a plan to rectify its low level of program expenditures or grant services, OHSP may, upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of service for each program element of grant services at the reduced grant amount. If such a determination is made by OHSP subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to OHSP.

XIII. Property Management and Disposition Standards.

- A. Property furnished by OHSP or acquired in whole or in part with OHSP funds and/or federal funds or whose cost was charged to a project supported by OHSP funds and/or federal funds shall be utilized and disposed of in a manner consistent with state requirements.
- B. Executive level state agencies are required to comply with state OMB CL#01-07 and OMB CL#91-32 and OMB State Fiscal Year End Guidelines for reporting of Capital and Fixed Assets, as more specifically set forth in Paragraph D below. Non-executive state departments (i.e. colleges and universities, New Jersey Transit agencies, Port Authority agencies, local units of government, nonprofit organizations, etc.) must adhere to and follow their respective inventory and fixed inventory policies and procedures. Nonprofit organization requirements/standards are more specifically set forth in Paragraph E below.
- C. Resources purchased with HSGP funds (that meet the entry requirements) shall be entered into the New Jersey Office of Emergency Management's Resource Directory Database (RDDDB). A copy of the RDDDB entry will be included with each request for reimbursement when applicable.
- D. Requirements for State Agencies.
 - 1. To meet the minimum requirements for the establishment and maintenance of agency equipment inventory records per New Jersey Treasury Circular No. 91-32-OMB Equipment Inventory Process. An inventory system is necessary.
 - a. To fix stewardship responsibility for particular equipment.
 - b. To provide a means of control to determine that state equipment is not stolen or misappropriated.
 - c. To obtain optimum insurance coverage levels and provide important proof-of-loss evidence when insurance claims are filed.
 - d. To locate excess or surplus items that can be made available to other agencies or to be sold at public auction.
 - e. To permit the development of depreciation and cost services information for possible reimbursement through federal grant programs.

- f. To maintain a schedule of acquisitions financed by federal funds.
2. For the purpose set forth in New Jersey Treasury Circular No. 91-32-OMB, those items of equipment with an original cost of \$1,000.00 or more and an expected useful life of three (3) years or more must be maintained on an equipment inventory record. Examples of such equipment are vehicles, furniture, files, fixtures and office equipment (computers, copiers, fax machines, calculators, typewrites, etc.).
 3. This policy is intended to be applied to individual items only. In cases of group purchases, although the aggregate cost may exceed the limit, if the cost of the individual items is below \$1,000.00, the items are not required to be included on the inventory record. Agencies have the option to maintain items costing less than \$1,000.00 on the inventory record.
 4. Subsidiary records for equipment should include the following information.
 - a. Description of equipment (type of item, brand name, serial number, etc.).
 - b. Acquisition date.
 - c. Cost (purchase price).
 - d. Inventory number (decal, stencil or sequentially numbered tags for control).
 - e. Location (address of building, building name, etc.).
 - f. Organization unit charged with custody.
 - g. Source of the monies from which equipment was acquired (General State Funds, Federal Grants, Special Revenue Funds, etc.).
 5. Executive level state agencies must meet the minimum requirements for the establishment and maintenance of agency equipment inventory records per New Jersey Treasury Circular No. 01-07-OMB "Fixed Assets". This Circular Letter prescribes policies to account for fixed assets in accordance with generally accepted accounting principals. Assets that meet the following criteria must be recorded in the Revised Fixed Assets System (RFAS), currently known as the Land and Building Asset Management system (LBAM).
 - a. An asset that is classified as land, land improvements, buildings, building improvements or equipment.
 - b. An asset with an original unit cost of at least \$25,000.00 for land improvements, \$30,000.00 for motor vehicles, \$20,000.00 for all other equipment and \$100,000.00 for building improvements, which result in the replacement of the original components. All land must be capitalized. All buildings are to be capitalized except those structures that are temporary in nature and that are under \$20,000.00 in value.

- c. An asset with a useful life of one year or greater.

6. Reporting Responsibilities.

- a. All building construction, renovation or demolition of buildings or the purchase and/or sale of property that is not coordinated through the Office of Design and Construction or the Office of Property and Lease Management, is the responsibility of the applicable agency and therefore must be reported by that agency.
- b. The acquisition of an asset through a series of regular contract payments, i.e., installment purchases of qualifying assets, as well as an asset acquired through Certificates of Participation or "Master Lease" financing, should be reported the same as a purchase of an asset.

7. Documentation Requirements.

- a. System definitions and instructions for asset additions and/or retirements are available on-line via the HELP screen in the LBAM.
- b. Agencies are required to maintain supporting documents for all fixed asset transactions that meet the capitalization criteria.
- c. The source of funding, or combination of sources of funding, must be identified.
- d. Each asset must be identified and entered into the LBAM by a unique individual number. The number may be a tag number issued by OMB, a license number in the case of a vehicle or another number approved by OMB.

8. Agency Reporting Responsibilities.

- a. Each agency will designate a unit and personnel responsible for updating LBAM.
- b. Each agency is required to maintain an internal system that is capable of utilizing the LBAM program.
- c. Each agency will submit a diskette to OMB, which will identify all assets added or retired as entered on the agency's version of the LBAM Program.
- d. Each agency will also be responsible for conducting an annual physical inventory of fixed assets, which must be reconciled to the LBAM Program. A preliminary inventory including the first six months of transactions should be submitted to OMB by May 31 of each year. A complete physical inventory listing as of June 30 must be submitted to OMB prior to July 31 of each year.

E. Requirements Non-State Agencies (Including Nonprofits, Counties, Municipalities, Corporations, etc.) Grants.

1. The recipient's property management standards for equipment acquired with Federal funds and federally owned equipment shall include all of the following.
 - a. Equipment records shall be maintained accurately and shall include the following information.
 - 1) A description of the equipment.
 - 2) Manufacturer's serial number, model number, federal stock number, national stock number or other identification number.
 - 3) Source of the equipment, including the award number.
 - 4) Whether title vests in the recipient or the Federal Government.
 - 5) Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost.
 - 6) Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to equipment furnished by the Federal Government).
 - 7) Location and condition of the equipment and the date the information was reported.
 - 8) Unit acquisition cost.
 - 9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the federal awarding agency for its share.
 - b. Equipment owned by the Federal Government shall be identified to indicate federal ownership.
 - c. A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current utilization and continued need for the equipment.

F. Disposition of Property.

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a federal

agency, disposition of the equipment will be made as follows.

1. Items of equipment with a current per unit fair market value of less than \$5,000.00 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency (i.e., FEMA).
2. Items of equipment with a current per unit fair market value in excess of \$5,000.00 may be retained or sold and the awarding agency (FEMA) shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

XIV. Procurement Standards.

- A. General - A State shall follow the same policies and procedures it uses for procurement from its non-Federal funds. The State shall ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Subrecipients of States shall follow the procurement requirements imposed upon them by the States. Other recipients and subrecipients will follow the appropriate OMB Circular (OMB Circular A-110 or OMB Circular A-102).
- B. Standards - Recipients and subrecipients shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal law and standards.
- C. Adequate Competition - All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval of the awarding agency. Interagency agreements between units of government are excluded from this provision.
- D. Non-competitive Practices - The recipient/subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to the awarding agency.
- E. Sole Source Procurement (Non-Competitive) - All non-state procurement transactions shall be conducted in such a manner that provides, to the maximum extent practical, open and free competition. However, should a recipient elect to award a contract without competition, sole source justification may be necessary. Justification must be provided for non-competitive procurement and should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. FEMA will approve sole-source procurements for direct recipients only. Subrecipients must obtain approval from OHSP. If the primary recipient's regulations require

approval at a lower dollar threshold than identified above, the subrecipient should abide by the primary recipient's requirements.

- F. As per 44 CFR Part 13.36, when procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow 44 CFR Part 13.36 paragraphs (b) through (i).
- G. Purchasing equipment, goods and services under this grant is the responsibility of the Subgrantee, unless other arrangements have been authorized in writing.
- H. Adherence to the standards contained in the applicable state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurements. The Subgrantee is the responsible authority, without recourse to OHSP, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
- I. Should a Subgrantee purchase authorized equipment for another agency (public or private), or should the Subgrantee reimburse another agency for acquired authorized equipment utilizing HSGP funds in the amount of \$5,000.00 or greater, a memorandum of understanding (MOU) shall be formally prepared and signed by all participating parties indicating use, maintenance and disposition of said equipment.

XV. Monitoring of Program Performance.

- A. Subgrantee monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished and other performance goals are being achieved as applicable.
- B. The Subgrantee shall inform OHSP of the following types of conditions which affect program objectives and performance as soon as they become known.
 - 1. Problems, delays or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals or preclude the attainment of project work units by establishing time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any OHSP assistance required to resolve the situation.
 - 2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost or produces a greater benefit than originally planned.
 - 3. Any excess funds will be returned to OHSP.

4. Based on a review of a Subgrantee's programmatic/financial performance, OHSP reserves the right to partially reduce and/or rescind a Subgrantee's project funding. Examples include, but are not limited to, failure to demonstrate in the Grants Tracking System (GTS) and/or the New Jersey Comprehensive Financial System that the majority of project funding has been legally obligated within 12 months of execution of subgrant award; failure to account for funding in GTS; and failure to provide adequate supporting reimbursement documentation. Any action taken to reduce or rescind funding will be communicated by OHSP via electronic mail and written correspondence to the Subgrantee.
- C. OHSP may, upon reasonable notice, make site visits for any of the following purposes.
1. To review program accomplishments and management control systems.
 2. To provide such technical assistance as may be required.
 3. To perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

XVI. Financial and Performance Reporting.

- A. Your agency will be required to provide biannual strategy implementation reports (BSIR) designed to outline how this grant funding is being used to meet the goals and objectives outlined in the state and urban area homeland security strategies. The awarding of these funds is conditioned upon your agency's full participation with our Grants Tracking System (GTS). Your grant coordinator will be contacted by our grant liaison once the system is ready to accept entries for your approved projects.
- B. The grant budget as used in this section means the approved Spending Plan Template and Annex or Vulnerability Reduction Purchasing Plan (VRPP-which pertain to federal BZPP funding only). The Spending Plan Template and Annex or VRPP represents the project or program planned expenditures as approved during the grant application and award processes.
- C. The Subgrantee (except in the case where OHSP assumes the responsibility of GTS data entry) shall utilize OHSP's GTS in addition to the Subgrantee's financial management accounting system.
1. The GTS is a web-based application developed to assist with the grant management process.
 2. The Subgrantee agrees to maintain on its staff at least one person experienced in the proper input of data into the GTS system. Training is available through OHSP and will be provided by Mr. John Schroeder (609-584-4080), OHSP GTS Administrator.
 3. Subgrantee will use GTS to budget all items, input purchase orders and record the dates grant items are invoiced and reimbursed.
 4. No expenditures shall be eligible for reimbursement until the Subgrantee populates the GTS with all anticipated expenditures as reflected in the approved Spending Plan Template and Annex.

5. Once the approved Spending Plan Template and Annex data is entered into the GTS, the Subgrantee may not revise without first entering the change into the GTS and receiving approval from their OHSP liaison. Charges incurred without proper approval may be ineligible for reimbursement.
6. Subgrantee shall maintain GTS with the most current planning, procurement and expenditure information.
7. Any request by a third party for a GTS report printout shall be handled in accordance with the following procedure.
 - a. The GTS is operated by the NJ OHSP and, as such, it is subject to various protections by Executive Order No. 5 (Corzine).
 - b. Subgrantee shall not disseminate reports generated from GTS to any third party absent OHSP approval, this includes media, press, OPRA requests and the like. In the event there is a request for any GTS printouts, Subgrantee shall refer the requesting party to OHSP. OHSP will make any and all appropriate disseminations of GTS reports.
 - c. Information that is not in GTS form, but was generated wholly by a Subgrantee may be disseminated at the discretion of the Subgrantee. In disseminating grant related information, Subgrantee should reasonably believe that the release of such information will not have any adverse impact on the health and/or safety of their citizenry or first responders.
- D. The Subgrantee shall promptly respond to requests by OHSP for programmatic, budgetary, fiscal and other information or data related to the administration of this grant.
- E. The Subgrantee may be required to submit a final programmatic report at the conclusion of the grant as prescribed by OHSP.

XVII. Access to Records.

- A. The Subgrantee in accepting this grant agrees to make available to OHSP pertinent accounting records, books, documents and papers as may be necessary to monitor and audit the Subgrantee's operations.
- B. As a general rule for all visitations, inspections and audits, including visits and requests for documentation in discharge of OHSP's responsibilities, OHSP shall provide prior notice when reasonable and practical to do so. However, OHSP retains the right to make unannounced visits, inspections and audits as it deems necessary.
- C. OHSP reserves the right to seek and Subgrantee agrees to provide access to records of the Subgrantee associated with this grant.

- D. OHSP reserves the right to have access to all documentation produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants or licensed public accounts hired by the Subgrantee to perform such audits.

XVIII. Record Retention.

- A. Except as otherwise provided, financial and programmatic records, support documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless directed to extend the retention by OHSP.
1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues and appeals which arise from it, or until the end of the regular seven (7) year period, whichever is later, unless otherwise directed by OHSP.
 2. Records for non-expendable property acquired with OHSP funds shall be retained for seven (7) years after its final disposition, unless otherwise provided by OHSP.
 3. The general retention period for all records starts from the date of the final subject close out letter.
- B. OHSP may request transfer of certain records to its custody from the Subgrantee when it determines that the records possess long-term retention value and will make arrangements with the Subgrantee to retain any records that are continuously needed for joint use.

XIX. Enforcement.

If a Subgrantee materially fails to comply with the term of an award, whether stated in a state or federal statute/ regulation, an assurance, in a state plan or application, a notice of award or elsewhere, OHSP may take one or more of the following actions.

- A. Temporarily withhold reimbursements pending correction of the deficiency by the Subgrantee.
- B. Disallow all or part of the costs of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
- D. Withhold further awards for the program.
- E. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.

XX. Termination and Suspension.

- A. The following definitions shall apply for the purposes of this section.

1. *Termination* of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.
 2. *Suspension* of a grant is an action which temporarily ceases assistance under the grant pending corrective action by the Subgrantee or pending a decision to terminate the grant.
 3. *Disallowed costs* are those charges to the grant which OHSP or its representatives shall determine to be beyond the scope of the grant, excessive or otherwise unallowable.
- B. If the Subgrantee fails to comply with grant award stipulations, standards or conditions, OHSP may suspend the grant and withhold further reimbursements; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with paragraph C below. OHSP shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet state requirements.
- C. OHSP will provide the Subgrantee with thirty (30) days from written notice of default to cure the breach before terminating the grant. OHSP may terminate the grant, in whole or in part, whenever it is determined that the Subgrantee has failed to cure the breach and, therefore, does not comply with the conditions of the grant. OHSP shall promptly notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Reimbursements made to the Subgrantee or recoveries by OHSP under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
- D. The parties may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible.
- E. The grant close-out procedure in section XXI of the grant shall apply in all cases of termination.

XXI. Grant Close Out Procedures.

- A. The following definitions shall apply for the purpose of this section.
1. The *closeout* of a grant is the process by which OHSP determines that all applicable administrative actions and all required work of the grant have been completed by the Subgrantee.
 2. *Date of completion* refers to the date when all activities under the grant are completed or the expiration date in the award document, or any supplement or amendment thereto.
- B. OHSP may permit extensions when requested in writing by the Subgrantee.

- C. The Subgrantee will, together with the submission of the final report, refund to OHSP any unexpected funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by OHSP to be retained.
- D. Upon final payment, the Subgrantee will provide OHSP a full release contained in a letter indicating the following.
- “(The Subgrantee) hereby releases New Jersey, the Director of Homeland Security and Preparedness and agents, from claims and liability for work done and services performed under this agreement. We have completed our approved work plan and have met all of the requirements stipulated under our agreement with the OHSP.”
- E. In the event an audit has not been performed prior to the close out of the grant, OHSP retains the right to recover any disallowable costs identified in the final audit report.

The effective date of this agreement shall be July 15, 2012, and it shall expire at midnight August 31, 2012.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as follows:

FOR THE SUBGRANTEE:

WITNESS:

COUNTY OF GLOUCESTER

Date: _____

Date: _____

FOR THE OFFICE OF HOMELAND
SECURITY AND PREPAREDNESS:

WITNESS:

Edward Dickson
Director

Date: _____

Date: _____



New Jersey Office of Homeland Security and Preparedness Non-Supplanting Certification

Non-Supplanting Certification: This certification which is a required component of the grant agreement, affirms that OHSP State Aid and/or Federal Homeland Security grants funds will be used to supplement (add to) existing funds, and will not supplant (replace) funds that have been appropriated for the same purpose.

Certification Statement:

I certify that any funds awarded under this grant agreement will be used to supplement existing funds for program activities, and will not replace (supplant) non-Federal Funds.

Robert M. Damming, Director
NAME (Authorizing Official)

SIGNATURE

DATE: _____

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000 (d)); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a) It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) It will comply with requirement of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.



Department of Homeland Security
Preparedness Directorate
Office of Grants and Training

AWARD CONTINUATION
SHEET
Cooperative Agreement

PAGE 2 OF 4

PROJECT NUMBER 2007-GB-TT-K184

AWARD DATE 08/07/2007

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Grant Operations Financial Management Guide.
2. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
3. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of G&T.
4. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until the required Budget Detail Worksheet and Budget Narrative are reviewed and approved by the Office of Grant Operations (OGO) and a Grant Adjustment Notice (GAN) is issued removing this special condition.
5. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until all applicable programmatic documents are provided to and approved by the program office and a Grant Adjustment Notice (GAN) is issued removing this special condition.
6. The recipient agrees that all allocations and uses of the funds under this grant will be in accordance with the Fiscal Year 2007 Port Security Grant Program Guidance and Application Kit.



Department of Homeland Security
Preparedness Directorate
Office of Grants and Training

AWARD CONTINUATION
SHEET
Cooperative Agreement

PAGE 1 OF 1

PROJECT NUMBER 2007 GH-17-K184

AWARD DATE 08/02/2007

SPECIAL CONDITIONS

- 7 The following projects and costs are ineligible for funding and such costs are unallowable under the Port Security Grant Program.

a. Projects that are awarded to Ferry systems participating in the FY-2007 Transit Security Grant Program (TSGP) Ferry Supplemental:

h. The development of risk/vulnerability assessment models and methodologies.

e. Projects in which Federal agencies are the primary beneficiary or that enhance Federal property.

d. Projects that study technology development for security of national or international cargo supply chains (e.g., e-seals, smart containers, container tracking, container intrusion detection devices):

c. Proof-of-concept projects.

f. Projects involving training and exercises that do not meet MTSA standards and/or requirements set by MTSA or DHS:

g. Projects that do not provide a compelling security benefit (e.g., primarily economic or safety vs. security).

h. Projects that duplicate capabilities being provided by the Federal government (e.g., vessel traffic systems, etc.).

i. Projects in which there are real or apparent conflicts of interest.

j. Personnel costs (except for direct management and administration of the grant award, (i.e., preparation of mandatory post-award reports)).

k. Business operating expenses (certain security-related operational and maintenance costs are allowable. See "Specific Guidance on Security Operational and Maintenance Costs" in Appendix 2 (Sec. B.5) of the FY 2007 Port Security Grant Program Guidance and Application Kit for further guidance on exceptions):

l. Reimbursement of pre-award security expenses:

m. Weapons, including, but not limited to firearms and ammunition, for outfitting facilities, vessels, or other structures.

n. Outfitting facilities, vessels, or other structures with equipment or items providing a hospitality benefit rather than a direct security benefit. Examples of such equipment or items include, but are not limited to: office furniture, CD players, DVD players, AM/FM radios, etc..

o. Projects involving bridge infrastructure, roads, and nuclear power plants;

p. Coinmingling or adjustments of funds or projects from previous rounds of port security grant programs; and

q. Signage, projects for placarding and billboards, or hard fixed structure signage.

- 8 Neither repairs to existing equipment nor replacement equipment costs are funded. Equipment includes, but is not limited to, fencing, lighting, CCTV, access controls, etc.

9. All lighting must meet Occupational Safety and Health Administration (OSHA) requirements

CERTIFICATION REGARDING LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined by 28 CFR Part 69, the State must include the language of the certification below in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and require all subrecipients to certify and disclose accordingly. Subrecipients should refer to the regulations cited above and should also review the instructions included in the regulations before completing this form.

The subrecipient certifies, to the best of its knowledge and belief, that

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Robert M. Damming, Freeholder Director
Name and Title of Authorized Representative

Signature

July 26, 2012
Date

County of Gloucester 1200 N. Delsea Dr. Clayton, NJ 08312
Name and Address of Organization

Attachment D

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Robert M. Damming, Freeholder Director
Name and Title of Authorized Representative

Signature

Jul. 26, 2012
Date

County of Gloucester
Name of Organization

1200 N. Delsea Drive Clayton, NJ 08312
Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



Conditions on CBRN/HazMat Grant Funding

As a condition of receipt of this grant, each recipient agrees to follow the requirements identified below:

- 1) Each county shall enter into written agreements with recognized hazmat service providers, if applicable, to reflect adequate county CBRN capacity, competency, and coordination. These agreements must be updated as warranted.
- 2) Each county will review and revise the EOP as necessary to reflect any significant changes, as indicated in #1 above.
- 3) The governing body of each county must enter into a statewide mutual aid agreement provided by the State, which allows its hazmat service providers to respond to out-of-county incidents, subject to availability of resources.
- 4) Must operate under the National Incident Management System.
- 5) Must utilize funds to meet and then exceed the proposed DEP/NJSP/DHSS standards found in the document entitled HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAMS, Standards for Operations and Training (February, 2003 edition) or its successor.
- 6) All recipients agree to participate in regional CBRN exercises with the State Office of Emergency Management.



Specialized Vehicles

The following represents the OHSP Grant and Program Management Bureau's (GPMB) current working definition of a "specialized vehicle" that may be approved utilizing local or state share FY08-FY11 SHSP/UASI funding. The definition is not envisioned to address every single possible example but it does provide for a standard that the GPMB uses when reviewing vehicle requests from the locals and state agencies who receive federal DHS grant funding from OHSP.

Specialized vehicles considered as an allowable cost to be funded with FY08-FY11 SHSP/UASI funds include but is not limited to:

- CBRNE tactical armored assault vehicles
- Light, medium and heavy duty customized USAR response vehicles such as those purchase by DSP/UASI for the 9 Metro Urban Search & Rescue Team fire departments
- Canine response vehicles set up with "hot dog cooling systems" participating in the New Jersey Detect and Render Safe Task Force (the new vehicle must be replacing one that is going out of service for such use unless it is a new start up response team joining the NJDRSTF)
- Explosive detection/bomb response vehicles participating in the New Jersey Detect and Render Safe Task Force (the new vehicle must be replacing one that is going out of service for such use unless it is a new start up response team joining the NJDRSTF)
- Specialized medical response and mass care vehicles such as mobile ERs, medical ambulance buses, medical ambulance rail cars, and mass fatality response vehicles
- HazMat response vehicles assigned to operational/technician level trained members of a designated state, county or municipal HazMat team that is outfitted with the necessary equipment and supplies to be fully functional at a hazardous materials event. The new HazMat response vehicle must be replacing one that is going out of service for such use. Consideration of prior year funding approved for HazMat vehicles will also be taken into account when reviewing requests for HazMat vehicles. A vehicle log will be maintained and readily available for OHSP audit purposes for any FY08-FY11 SHSP/UASI funded HazMat vehicle that documents HazMat responses per year
- Prime movers to serve as tow vehicles for SHSP/UASI funded evacuation, mass care and/or medical surge supply trailers. Requests for prime movers will be evaluated on a case-by-case basis. The intent is not to fund small pickup trucks but rather large hauling capacity prime movers that meet the spirit and intent as is defined in the Authorized Equipment List: 12TR-00-MOVR, Prime, for Equipment/Water Trailers (*Description:* A vehicle used to tow equipment trailers, such as a semi-trailer tractor).
- Each County Working Group or UASI Executive Committee must endorse and approve the use of the requested funding for the local share funded specialized vehicle
- Any new specialized vehicle funded with federal SHSP/UASI funding should be clearly marked (decals) to the extent possible.

General purpose, general transport and commuting vehicles are not considered specialized vehicles and as such, are not authorized to be funded with FY08-FY11 SHSP/UASI funding.



Homeland Security Grant Program (HSGP)
Extension Request



Date: Extension Request # (for this project):

Grant: Year:

Sub-Grantee Name:

Project Title:

Total Dollar Amount of Project:

Total Dollars Requiring Extension:

Project Manager Details:

Name: Phone Number:

Email:

Anticipated Completion Date:

1. Include all supporting documents to include current GTS reporting and purchasing documents

Please extend each of the following sections as required:

2. Provide a Justification for the Extension (The fact that funds remain at the end of the grant performance period is not, in itself, sufficient justification for a grant extension.)

3. BUDGET (Remaining funds, additional funds with sources, timelines.)

4. Plan for completion (Identify the date, identify the original performance period and all previous extensions.)

5. Project completion date (Identify the date, identify the original performance period and all previous extensions.)

6. Scope of work (Certify the project-without modification will be completed within the extended performance period. programmatic changes require revised spending plan/annex.)

Print Name, Title and Agency:
Project Manager

Date:

Signature:

Attachment L

To be completed by OHSP:

Approved ☐

Denied ☐

New Grant End Date:

Liaison Signature:

Date:

Deputy Bureau Chief Signature:

Date:

EXTENSION REQUEST GUIDELINES

EXTENSION REQUEST GUIDELINES

Requests for time extensions will be considered, but will not be granted automatically and **MUST** be supported by adequate justification in order to be processed. The justification must be a written explanation of the reasons for the delay; an outline of the remaining project funds available to support the extended Performance Period; and a description of performance measures necessary to complete the project. Without the justification, the extension requests will not be considered.

PROCESS

Subgrantees will complete the "Homeland Security Grant Program" (HSGP) Extension Request Form. The Extension Request will require a cover letter authored by responsible parties as follows:

- extension requests from any county shall be submitted to OHSP via a joint letter from the CWG chair and county purchasing agent
- extension requests from municipalities/towns from their business administrators
- extension letters from state agencies from their CAOs
- Non Governmental organizations from their CFOs/CAOs

HSGP Extension Request Form completion will require the following information:

1. REQUEST: (NOTE: CURRENT GTS REPORTS and supporting purchase documents must be attached)
 - a. The request must be submitted **90 days** prior to the expiration date of the Performance Period.
2. JUSTIFICATION FOR THE EXTENSION:
 - a. Identify the project by Investment and Project Name. Identify the status of the project.
 - b. Give a brief description of the reason for the delay in completion of the project within the Performance Period. Identify the circumstances (ie. EHP review, lack of match, construction delays, etc.) and why the circumstances caused the delay.
 - c. List the approved period of performance termination date and the new project completion date.

3. BUDGET:

- a. Identify the remaining funds, both FEMA and match, available for the extended period.
- b. Outline how the remaining funds will be used.
- c. Identify the sources for additional funding, if FEMA funds will not support the extension.
- d. Timeline outlining revised timing of expenditures.

4. PLAN FOR COMPLETION:

-
- a. Identify the Objectives necessary to complete the project.
 - b. Identify completion dates for each of the Objectives.
 - c. List the position/person responsible for oversight of the completion of the project.

5. PROJECT COMPLETION DATE:

- a. Identify the projected completion date for the Grant Award.
- b. Identify the initial grant award performance period and previous extensions.

6. SCOPE OF WORK:

- a. Provide a certification that the project will be completed within the extended Performance Period without modification to the approved scope of work.
- b. If a programmatic change is requested, the subgrantee must submit a revised Spending Plan and Annex for review/approval.

STATE OF NEW JERSEY FEDERAL GRANT AGREEMENT

Office of Homeland Security and Preparedness and

County of Gloucester (Subgrantee)

GENERAL

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification

PRE-AWARD REQUIREMENTS

- V. Special Grant Conditions

POST-AWARD REQUIREMENTS

- VI. Financial Management System
- VII. Method of Reimbursement
- VIII. Allowable Costs
- IX. Period of Performance
- X. Matching and Cost Sharing
- XI. Program Income
- XII. Budget Revisions and Modifications
- XIII. Property Management and Disposition Standards
- XIV. Procurement Standards
- XV. Monitoring of Program Performance
- XVI. Financial and Performance Reporting
- XVII. Access to Records
- XVIII. Record Retention
- IXX. Enforcement
- XX. Termination and Suspension

POST-AWARD REQUIREMENTS

- XXI. Grant Close Out Procedures

ATTACHMENTS

- A. Non-Supplanting Certification Form
- B. Standard Assurances
- C. Special Conditions

- D. Certification Regarding Lobbying
 - E. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - F. Conditions on CBRN/HAZMAT Grant Funding
 - G. Interoperability Projects (N/A - not attached)
 - H. OHSP Special Conditions for Funding Regarding Automated License Plate Readers (N/A - not attached)
 - I. Specialized Vehicles
 - J. Information Technology Projects (N/A - not attached)
 - K. Protocol for Processing and Issuing ID Cards (N/A - not attached)
 - L. OHSP Grant Extension Request Form
-

STATE OF NEW JERSEY
NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS
FEDERAL GRANT AGREEMENT

I. Grant Agreement Data.

This agreement is between **County of Gloucester** (hereinafter "Subgrantee") and the **New Jersey Office of Homeland Security and Preparedness** (hereinafter the "SAA" or "State Administrative Agency"). The agreement is undertaken pursuant to the authority of the SAA under Executive Order No. 5 (Corzine 3/16/06) to pass through federal preparedness assistance awarded to New Jersey by the Department of Homeland Security (hereinafter "DHS") under the **FY07 Port Security Grant Program**, (Award No. 2007-GB-T7-0184, CFDA No. 97.056), being awarded **\$187,442.48**, hereinafter ("PSGP"), or state preparedness funding

II. Compliance With Existing Laws.

- A. The Subgrantee, in order to permit the SAA to award this grant, agrees to comply with all state and municipal laws, rules, regulations and requirements generally applicable to the activities in which the Subgrantee is engaged in the performance of this grant.
- B. These laws, rules, regulations and requirements include, but are not limited to the following.
 - 1. New Jersey Department of the Treasury, Office of Management and Budget documents.
 - a. Circular Letters 04-04-OMB, Single Audit Policy for Recipients of State Grants and State Aid: <http://www.state.nj.us/infobank/circular/cir0404b.htm>
 - b. State Grant Compliance Supplement:
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>
 - c. Department of Treasury Fixed Assets, Circular No. 11-18-OMB Capital Assets:
<http://www.state.nj.us/infobank/circular/cir1118b.pdf>
 - d. Department of Treasury Equipment Inventory Process, Circular No. 11-19-OMB Asset Inventory Requirements: <http://www.state.nj.us/infobank/circular/cir1119b.pdf>
 - e. Uniform Administrative Requirements for Grant and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofits Organization, Circular A-110: <http://www.whitehouse.gov/omb/circulars-a110>

2. State Affirmative Action Requirements.

The Subgrantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5, et al, and P.L. 1975, C127 and all implementing regulations.

- C. The Subgrantee is in compliance with all requirements of Executive Order No. 5 (Corzine 3/16/06) and all federal NIMS compliance requirements, to include NIMSCAST reporting requirements, Homeland Security Presidential Directive No. 5: www.fas.org/IRP/offdocs/NSPD/HSPD-5.html and NIMS objectives: [http://www.fema.gov/pdf/emergency/nims/FY2009NIMSImplementationChart/pdf](http://www.fema.gov/pdf/emergency/nims/FY2009NIMSImplementationChart.pdf). Additional information on NIMS compliance is available at: <http://www.fema.gov/emergency/nims/ImplementationGuidanceStakeholders.shtm>.

- D. Failure to comply with the laws, rules and regulations shall be grounds to terminate this grant.

III. Bonding and Insurance.

It is the responsibility of the Subgrantee to ensure all bonding and insurance requirements consistent with the business/not-for-profit entity are executed to include the purposes and intent of this grant agreement.

IV. Indemnification.

The Subgrantee shall be solely responsible for any and all claims, loss, liability, expenses or damages resulting from any or all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subgrantee's services or any other persons, or from any damage to any property sustained in connection with the delivery of the Subgrantee's services that results from any acts or omissions, including negligence or malpractice, or any of its officers, directors, employees, agents, servants or independent contractors, or from the Subgrantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Subgrantee to the extent provided in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., or other applicable law. The Subgrantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Subgrantee's liability under this grant agreement shall continue after the termination of this Grant Agreement with respect to any liability, loss, expenses or damages resulting from acts occurring prior to termination.

V. Special Grant Conditions.

- A. Subgrantee may be considered "high risk" if OHSP determines that a Subgrantee meets any of the following criteria.
1. Has a history of unsatisfactory performance.
 2. Is not financially stable.

3. Has a financial management system which does not meet the standards set forth in section VIII of this agreement.
 4. Has not complied with terms and conditions of a previous award.
- B. If a Subgrantee shall be deemed to be a high risk by OHSP, but in its discretion, OHSP determines that an award will be made, special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award. Special conditions/restrictions may include, but may not be limited to, any of the following activities.
1. Withholding authority to proceed until evidence of acceptable performance within a given funding period is observed.
 2. Requiring additional, more detailed financial reports.
 3. Additional project monitoring.
 4. Requiring the Subgrantee to obtain technical or management assistance.
 5. Establishing additional prior approvals.
- C. If OHSP imposes such conditions, the OHSP Grant and Program Management Bureau Chief shall prepare written notification, as soon as possible, providing the following information.
1. The nature of the special conditions/restrictions.
 2. The reason(s) for imposing the special conditions.
 3. The corrective actions that must be taken before the special conditions will be removed by OHSP and the time allowed for completing the corrective actions.
 4. The method of requesting reconsideration of the conditions/restrictions imposed.
- D. The Subgrantee agrees to maintain, at its own expense, all of the equipment purchased with grant funds.
- E. The Subgrantee will identify a project manager and/or a Point of Contact (POC) for ensuring that all tasks, services and products, quality of deliverables and timeliness of all services are satisfied within the contract requirements and reviewing all contract packing slips and billing invoices assuring that the contractor is paid only for services rendered and goods delivered to the projects.
- F. OHSP has designated an OHSP liaison staff or POC who will be responsible for programmatic and financial monitoring of this project.

- G. The Subgrantee will absorb costs beyond funding awarded and/or adding of projects not included in the original scope of work.
- H. The Subgrantee will ensure sustainability by assuming all responsibility of operating, maintaining and incurring future costs associated with the equipment and services purchased.
- I. For federal grants, the Subgrantee agrees to sign the attached Non-Supplanting Certification Form. (See Attachment A); agrees to comply with the attached federal Standard Assurances (Attachment B) and Special Conditions (Attachment C); to sign the attached Certification Regarding Lobbying and Debarment (Attachment D), Suspension, Ineligibility and Voluntary Exclusion (Attachment E). The remaining attachments (F through K) are project specific and apply only if your agency seeks to utilize grant funds to support project(s) relating to one or more of the attachments focus areas. Attachment L is only utilized when seeking an extension request. Subgrantees will comply with the conditions on CBRN/HazMat Grant Funding (Attachment F); Interoperability Projects (Attachment G); OHSP Special Conditions for Funding Regarding Automated License Plate Readers and sign the Certification form (Attachment H); Specialized Vehicles (Attachment I) and Information Technology Projects (Attachment J); Protocol for Processing and Issuing I.D. Cards (Attachment K) and OHSP Grant Extension Request Form (Attachment L).
- J. Environmental and Historic Preservation (EHP) Compliance: EHP requires that any federally funded grant activity be reviewed for the potential to have an adverse impact on communities, public health or the environment within the place of performance of the project. In order to fulfill its requirements, DHS requires awardees and/or responsible jurisdiction sub-awardees, pursuant to the assurance related to this grant program, to complete and submit an EHP Compliance Checklist indicating any effects the awardee's proposed expenditures might have.
- K. All allocations and use of funds under this grant must be in accordance with any applicable Program Guidelines and Application Kit as well as the special conditions and terms provided by DHS.
- L. Subgrantee agrees to be in full compliance with the *FEMA Financial Management Guide* which can be downloaded at www.dhs.gov/xlibrary/assets/grants_FinancialManagementGuide.pdf.

VI. Financial Management System.

- A. The Subgrantee shall be responsible for maintaining a financial management system (see paragraph B below) and will immediately notify OHSP when the Subgrantee cannot comply with the requirements established in this section of the grant.
- B. The Subgrantee's financial management system shall include the following components.
 - 1. Financial Reporting.

Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial report requirements of the grant.

2. Accounting Records.

Records that adequately identify the source and application of funds for OHSP supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.

3. Internal Control.

Effective internal and accounting controls over all funds, property and other assets. The Subgrantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

4. Budget Control.

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by OHSP.

5. Allowable Costs.

Procedures for determining reasonableness, allowability and allocability of costs generally consistent with the grant proposal upon which this grant agreement is made and consistent with the provisions of state and/or federal cost principles.

6. Source Document.

Accounting records that are supported by source documents.

- C. OHSP may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the issuance of the grant agreement. If OHSP determines that the Subgrantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by OHSP upon written notice to the Subgrantee, until such time as the system meets with OHSP's approval.

VII. Method of Reimbursement.

- A. Reimbursements made to the Subgrantee shall be in the form of electronic transfer by OHSP, upon receipt by OHSP of a properly executed payment voucher/purchase order and approved invoice, which will be properly uploaded within the OHSP administered Grant Tracking System (hereinafter GTS). Reimbursement requests must be submitted to OHSP with a properly completed Request for Reimbursement form, to include the signature of the agency's treasurer or fiscal officer. (Electronic submissions, including an electronic signature, are permissible.) Subgrantee reimbursement requests

must be submitted to OHSP on a quarterly calendar basis for costs incurred during the quarter for approved goods/services and/or for any approved salary/fringe benefit costs. Quarterly reimbursement requests must be submitted to OHSP within ten (10) business days after the close of each quarter. *The OHSP will not take any action on or process any reimbursement request that is more than twelve (12) months past the documented date the Subgrantee paid their vendor for the good or service for which the Subgrantee is seeking reimbursement.*

NOTE: If a Subgrantee is not registered to receive electronic fund transfers from New Jersey, they must contact William Kelly, Fiscal Manager, OHSP.

- B. No expenditures made prior to the commencement of this agreement shall be eligible for reimbursement from the Subgrantee's allocation.
- C. Agencies seeking reimbursement for an approved acquisition shall follow the reimbursement example posted on the OHSP Website at NJhomelandsecurity.gov.
- D. Any salary/fringe reimbursement will only be processed after OHSP has received and reviewed the required periodic time and activity "Certification Form" available on the OHSP website.

VIII. Allowable Costs.

- A. The Subgrantee acknowledges and agrees that expenditures by the Subgrantee shall be solely for the purposes of implementing the projects set forth in the Subgrantee's approved Spending Plan Template and Annex.
- B. Grant funds must be used for allowable costs consistent with the provision of state and federal cost principles.
- C. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.

IX. Period of Performance.

- A. Each Homeland Security Grant Program (Federal and State) has a period of performance established by the granting authority. The period of performance sets the starting date and the closing date in which grant funds may be expended.
- B. OHSP will seek a grant extension for a Subgrantee only if compelling written justification for the delay in procurement is provided along with a fiscal plan that demonstrates how the unspent grant funds will be expended within the extension (usually six (6) months).
- C. Attached as Attachment L to this Grant Agreement is the OHSP Grant Extension Request Form with directions. Subgrantees may submit an extension request within the last ninety (90) days of the original period of performance.

X. Matching and Cost Sharing.

The Subgrantee shall be required to account to the satisfaction of OHSP matching and cost sharing requirements (if applicable) of the grant in accordance with state and/or federal requirements.

XI. Program Income.

- A. Program income shall be defined as gross income earned by the Subgrantee from federal grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights. The following pertains to cash advances that are issued by OHSP to local units of government, nonprofit, commercial and non-governmental organizations.
- B. All local units of government (political subdivisions of a state, including cities, towns, counties and special districts created by state law) shall account for interest earned on federal funds. Local units of government may keep interest earned on federal grant funds up to \$100 PER FEDERAL FISCAL YEAR. This maximum limit is not per award; it is inclusive of all interest earned as a result of all federal grant program funds received per year.
- C. Nonprofit, commercial and non-governmental organizations shall account for interest earned on federal funds. These types of organizations may keep interest earned on federal grant funds up to \$250 PER FEDERAL FISCAL YEAR. This maximum limit is not per award; it is inclusive of all interest earned as a result of all federal grant program funds received per year.
- D. All other program income earned during the grant period shall be retained by the Subgrantee and used in accordance with the original intent of the grant agreement.
- E. Interest earned, in excess of the amounts stated above, must be remitted to the United States Department of Health and Human Services, Division of Payment Management Services, P.O. Box 6021, Rockville, MD 20852.

XII. Budget Revisions and Modifications.

- A. Budget revisions and modifications must be requested by the Subgrantee and approved by OHSP in writing (via GTS, see section XVIII.C.) before they become effective. (In the case where OHSP assumes the GTS data entry responsibility, a budget revision notification must be made in writing to OHSP.) A revised Annex to the Spending Plan will be required.
- B. OHSP may also, at its option, establish policy to restrict reprogramming of funds among direct cost categories and must require Subgrantees to comply with applicable state requirements concerning prior approval for certain budget changes.
- C. If the Subgrantee is making program expenditures or providing grant services at a rate, which in the judgment of OHSP will result in substantial failure to expend the grant amount or provide grant services, OHSP may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to

develop, to the satisfaction of OHSP, a plan to rectify its low level of program expenditures or grant services, OHSP may, upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of service for each program element of grant services at the reduced grant amount. If such a determination is made by OHSP subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to OHSP.

XIII. Property Management and Disposition Standards.

- A. Property furnished by OHSP or acquired in whole or in part with OHSP funds and/or federal funds or whose cost was charged to a project supported by OHSP funds and/or federal funds shall be utilized and disposed of in a manner consistent with state requirements.
- B. Executive level state agencies are required to comply with state OMB CL#01-07 and OMB CL#91-32 and OMB State Fiscal Year End Guidelines for reporting of Capital and Fixed Assets, as more specifically set forth in Paragraph D below. Non-executive state departments (i.e. colleges and universities, New Jersey Transit agencies, Port Authority agencies, local units of government, nonprofit organizations, etc.) must adhere to and follow their respective inventory and fixed inventory policies and procedures. Nonprofit organization requirements/standards are more specifically set forth in Paragraph E below.
- C. Resources purchased with HSGP funds (that meet the entry requirements) shall be entered into the New Jersey Office of Emergency Management's Resource Directory Database (RDDDB). A copy of the RDDDB entry will be included with each request for reimbursement when applicable.
- D. Requirements for State Agencies.
 - 1. To meet the minimum requirements for the establishment and maintenance of agency equipment inventory records per New Jersey Treasury Circular No. 91-32-OMB Equipment Inventory Process. An inventory system is necessary.
 - a. To fix stewardship responsibility for particular equipment.
 - b. To provide a means of control to determine that state equipment is not stolen or misappropriated.
 - c. To obtain optimum insurance coverage levels and provide important proof-of-loss evidence when insurance claims are filed.
 - d. To locate excess or surplus items that can be made available to other agencies or to be sold at public auction.
 - e. To permit the development of depreciation and cost services information for possible reimbursement through federal grant programs.

- f. To maintain a schedule of acquisitions financed by federal funds.
2. For the purpose set forth in New Jersey Treasury Circular No. 91-32-OMB, those items of equipment with an original cost of \$1,000.00 or more and an expected useful life of three (3) years or more must be maintained on an equipment inventory record. Examples of such equipment are vehicles, furniture, files, fixtures and office equipment (computers, copiers, fax machines, calculators, typewrites, etc.).
 3. This policy is intended to be applied to individual items only. In cases of group purchases, although the aggregate cost may exceed the limit, if the cost of the individual items is below \$1,000.00, the items are not required to be included on the inventory record. Agencies have the option to maintain items costing less than \$1,000.00 on the inventory record.
 4. Subsidiary records for equipment should include the following information.
 - a. Description of equipment (type of item, brand name, serial number, etc.).
 - b. Acquisition date.
 - c. Cost (purchase price).
 - d. Inventory number (decal, stencil or sequentially numbered tags for control).
 - e. Location (address of building, building name, etc.).
 - f. Organization unit charged with custody.
 - g. Source of the monies from which equipment was acquired (General State Funds, Federal Grants, Special Revenue Funds, etc.).
 5. Executive level state agencies must meet the minimum requirements for the establishment and maintenance of agency equipment inventory records per New Jersey Treasury Circular No. 01-07-OMB "Fixed Assets". This Circular Letter prescribes policies to account for fixed assets in accordance with generally accepted accounting principals. Assets that meet the following criteria must be recorded in the Revised Fixed Assets System (RFAS), currently known as the Land and Building Asset Management system (LBAM).
 - a. An asset that is classified as land, land improvements, buildings, building improvements or equipment.
 - b. An asset with an original unit cost of at least \$25,000.00 for land improvements, \$30,000.00 for motor vehicles, \$20,000.00 for all other equipment and \$100,000.00 for building improvements, which result in the replacement of the original components. All land must be capitalized. All buildings are to be capitalized except those structures that are temporary in nature and that are under \$20,000.00 in value.

- c. An asset with a useful life of one year or greater.
- 6. Reporting Responsibilities.
 - a. All building construction, renovation or demolition of buildings or the purchase and/or sale of property that is not coordinated through the Office of Design and Construction or the Office of Property and Lease Management, is the responsibility of the applicable agency and therefore must be reported by that agency.
 - b. The acquisition of an asset through a series of regular contract payments, i.e., installment purchases of qualifying assets, as well as an asset acquired through Certificates of Participation or "Master Lease" financing, should be reported the same as a purchase of an asset.
- 7. Documentation Requirements.
 - a. System definitions and instructions for asset additions and/or retirements are available on-line via the HELP screen in the LBAM.
 - b. Agencies are required to maintain supporting documents for all fixed asset transactions that meet the capitalization criteria.
 - c. The source of funding, or combination of sources of funding, must be identified.
 - d. Each asset must be identified and entered into the LBAM by a unique individual number. The number may be a tag number issued by OMB, a license number in the case of a vehicle or another number approved by OMB.
- 8. Agency Reporting Responsibilities.
 - a. Each agency will designate a unit and personnel responsible for updating LBAM.
 - b. Each agency is required to maintain an internal system that is capable of utilizing the LBAM program.
 - c. Each agency will submit a diskette to OMB, which will identify all assets added or retired as entered on the agency's version of the LBAM Program.
 - d. Each agency will also be responsible for conducting an annual physical inventory of fixed assets, which must be reconciled to the LBAM Program. A preliminary inventory including the first six months of transactions should be submitted to OMB by May 31 of each year. A complete physical inventory listing as of June 30 must be submitted to OMB prior to July 31 of each year.
- E. Requirements Non-State Agencies (Including Nonprofits, Counties, Municipalities, Corporations, etc.) Grants.

1. The recipient's property management standards for equipment acquired with Federal funds and federally owned equipment shall include all of the following.
 - a. Equipment records shall be maintained accurately and shall include the following information.
 - 1) A description of the equipment.
 - 2) Manufacturer's serial number, model number, federal stock number, national stock number or other identification number.
 - 3) Source of the equipment, including the award number.
 - 4) Whether title vests in the recipient or the Federal Government.
 - 5) Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost.
 - 6) Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to equipment furnished by the Federal Government).
 - 7) Location and condition of the equipment and the date the information was reported.
 - 8) Unit acquisition cost.
 - 9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the federal awarding agency for its share.
 - b. Equipment owned by the Federal Government shall be identified to indicate federal ownership.
 - c. A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current utilization and continued need for the equipment.

F. Disposition of Property.

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a federal

agency, disposition of the equipment will be made as follows.

1. Items of equipment with a current per unit fair market value of less than \$5,000.00 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency (i.e., FEMA).
2. Items of equipment with a current per unit fair market value in excess of \$5,000.00 may be retained or sold and the awarding agency (FEMA) shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

XIV. Procurement Standards.

- A. General - A State shall follow the same policies and procedures it uses for procurement from its non-Federal funds. The State shall ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Subrecipients of States shall follow the procurement requirements imposed upon them by the States. Other recipients and subrecipients will follow the appropriate OMB Circular (OMB Circular A-110 or OMB Circular A-102).
- B. Standards - Recipients and subrecipients shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal law and standards.
- C. Adequate Competition - All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval of the awarding agency. Interagency agreements between units of government are excluded from this provision.
- D. Non-competitive Practices - The recipient/subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to the awarding agency.
- E. Sole Source Procurement (Non-Competitive) - All non-state procurement transactions shall be conducted in such a manner that provides, to the maximum extent practical, open and free competition. However, should a recipient elect to award a contract without competition, sole source justification may be necessary. Justification must be provided for non-competitive procurement and should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. FEMA will approve sole-source procurements for direct recipients only. Subrecipients must obtain approval from OHSP. If the primary recipient's regulations require

approval at a lower dollar threshold than identified above, the subrecipient should abide by the primary recipient's requirements.

- F. As per 44 CFR Part 13.36, when procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow 44 CFR Part 13.36 paragraphs (b) through (i).
- G. Purchasing equipment, goods and services under this grant is the responsibility of the Subgrantee, unless other arrangements have been authorized in writing.
- H. Adherence to the standards contained in the applicable state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurements. The Subgrantee is the responsible authority, without recourse to OHSP, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
- I. Should a Subgrantee purchase authorized equipment for another agency (public or private), or should the Subgrantee reimburse another agency for acquired authorized equipment utilizing HSGP funds in the amount of \$5,000.00 or greater, a memorandum of understanding (MOU) shall be formally prepared and signed by all participating parties indicating use, maintenance and disposition of said equipment.

XV. Monitoring of Program Performance.

- A. Subgrantee monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished and other performance goals are being achieved as applicable.
- B. The Subgrantee shall inform OHSP of the following types of conditions which affect program objectives and performance as soon as they become known.
 - 1. Problems, delays or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals or preclude the attainment of project work units by establishing time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any OHSP assistance required to resolve the situation.
 - 2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost or produces a greater benefit than originally planned.
 - 3. Any excess funds will be returned to OHSP.

4. Based on a review of a Subgrantee's programmatic/financial performance, OHSP reserves the right to partially reduce and/or rescind a Subgrantee's project funding. Examples include, but are not limited to, failure to demonstrate in the Grants Tracking System (GTS) and/or the New Jersey Comprehensive Financial System that the majority of project funding has been legally obligated within 12 months of execution of subgrant award; failure to account for funding in GTS; and failure to provide adequate supporting reimbursement documentation. Any action taken to reduce or rescind funding will be communicated by OHSP via electronic mail and written correspondence to the Subgrantee.

C. OHSP may, upon reasonable notice, make site visits for any of the following purposes.

1. To review program accomplishments and management control systems.
2. To provide such technical assistance as may be required.
3. To perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

XVI. Financial and Performance Reporting.

- A. Your agency will be required to provide biannual strategy implementation reports (BSIR) designed to outline how this grant funding is being used to meet the goals and objectives outlined in the state and urban area homeland security strategies. The awarding of these funds is conditioned upon your agency's full participation with out Grants Tracking System (GTS). Your grant coordinator will be contacted by our grant liaison once the system is ready to accept entries for your approved projects.
- B. The grant budget as used in this section means the approved Spending Plan Template and Annex or Vulnerability Reduction Purchasing Plan (VRPP-which pertain to federal BZPP funding only). The Spending Plan Template and Annex or VRPP represents the project or program planned expenditures as approved during the grant application and award processes.
- C. The Subgrantee (except in the case where OHSP assumes the responsibility of GTS data entry) shall utilize OHSP's GTS in addition to the Subgrantee's financial management accounting system.
 1. The GTS is a web-based application developed to assist with the grant management process.
 2. The Subgrantee agrees to maintain on its staff at least one person experienced in the proper input of data into the GTS system. Training is available through OHSP and will be provided by Mr. John Schroeder (609-584-4080), OHSP GTS Administrator.
 3. Subgrantee will use GTS to budget all items, input purchase orders and record the dates grant items are invoiced and reimbursed.
 4. No expenditures shall be eligible for reimbursement until the Subgrantee populates the GTS with all anticipated expenditures as reflected in the approved Spending Plan Template and Annex.

5. Once the approved Spending Plan Template and Annex data is entered into the GTS, the Subgrantee may not revise without first entering the change into the GTS and receiving approval from their OHSP liaison. Charges incurred without proper approval may be ineligible for reimbursement.
6. Subgrantee shall maintain GTS with the most current planning, procurement and expenditure information.
7. Any request by a third party for a GTS report printout shall be handled in accordance with the following procedure.
 - a. The GTS is operated by the NJ OHSP and, as such, it is subject to various protections by Executive Order No. 5 (Corzine).
 - b. Subgrantee shall not disseminate reports generated from GTS to any third party absent OHSP approval, this includes media, press, OPRA requests and the like. In the event there is a request for any GTS printouts, Subgrantee shall refer the requesting party to OHSP. OHSP will make any and all appropriate disseminations of GTS reports.
 - c. Information that is not in GTS form, but was generated wholly by a Subgrantee may be disseminated at the discretion of the Subgrantee. In disseminating grant related information, Subgrantee should reasonably believe that the release of such information will not have any adverse impact on the health and/or safety of their citizenry or first responders.
- D. The Subgrantee shall promptly respond to requests by OHSP for programmatic, budgetary, fiscal and other information or data related to the administration of this grant.
- E. The Subgrantee may be required to submit a final programmatic report at the conclusion of the grant as prescribed by OHSP.

XVII. Access to Records.

- A. The Subgrantee in accepting this grant agrees to make available to OHSP pertinent accounting records, books, documents and papers as may be necessary to monitor and audit the Subgrantee's operations.
- B. As a general rule for all visitations, inspections and audits, including visits and requests for documentation in discharge of OHSP's responsibilities, OHSP shall provide prior notice when reasonable and practical to do so. However, OHSP retains the right to make unannounced visits, inspections and audits as it deems necessary.
- C. OHSP reserves the right to seek and Subgrantee agrees to provide access to records of the Subgrantee associated with this grant.

- D. OHSP reserves the right to have access to all documentation produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants or licensed public accounts hired by the Subgrantee to perform such audits.

XVIII. Record Retention.

- A. Except as otherwise provided, financial and programmatic records, support documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless directed to extend the retention by OHSP.
1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues and appeals which arise from it, or until the end of the regular seven (7) year period, whichever is later, unless otherwise directed by OHSP.
 2. Records for non-expendable property acquired with OHSP funds shall be retained for seven (7) years after its final disposition, unless otherwise provided by OHSP.
 3. The general retention period for all records starts from the date of the final subject close out letter.
- B. OHSP may request transfer of certain records to its custody from the Subgrantee when it determines that the records possess long-term retention value and will make arrangements with the Subgrantee to retain any records that are continuously needed for joint use.

XIX. Enforcement.

If a Subgrantee materially fails to comply with the term of an award, whether stated in a state or federal statute/ regulation, an assurance, in a state plan or application, a notice of award or elsewhere, OHSP may take one or more of the following actions.

- A. Temporarily withhold reimbursements pending correction of the deficiency by the Subgrantee.
- B. Disallow all or part of the costs of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
- D. Withhold further awards for the program.
- E. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.

XX. Termination and Suspension.

- A. The following definitions shall apply for the purposes of this section.

1. *Termination* of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.
 2. *Suspension* of a grant is an action which temporarily ceases assistance under the grant pending corrective action by the Subgrantee or pending a decision to terminate the grant.
 3. *Disallowed costs* are those charges to the grant which OHSP or its representatives shall determine to be beyond the scope of the grant, excessive or otherwise unallowable.
- B. If the Subgrantee fails to comply with grant award stipulations, standards or conditions, OHSP may suspend the grant and withhold further reimbursements; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with paragraph C below. OHSP shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet state requirements.
- C. OHSP will provide the Subgrantee with thirty (30) days from written notice of default to cure the breach before terminating the grant. OHSP may terminate the grant, in whole or in part, whenever it is determined that the Subgrantee has failed to cure the breach and, therefore, does not comply with the conditions of the grant. OHSP shall promptly notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Reimbursements made to the Subgrantee or recoveries by OHSP under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
- D. The parties may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible.
- E. The grant close-out procedure in section XXI of the grant shall apply in all cases of termination.

XXI. Grant Close Out Procedures.

- A. The following definitions shall apply for the purpose of this section.
1. The *closeout* of a grant is the process by which OHSP determines that all applicable administrative actions and all required work of the grant have been completed by the Subgrantee.
 2. *Date of completion* refers to the date when all activities under the grant are completed or the expiration date in the award document, or any supplement or amendment thereto.
- B. OHSP may permit extensions when requested in writing by the Subgrantee.

C. The Subgrantee will, together with the submission of the final report, refund to OHSP any unexpected funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by OHSP to be retained.

D. Upon final payment, the Subgrantee will provide OHSP a full release contained in a letter indicating the following.

“(The Subgrantee) hereby releases New Jersey, the Director of Homeland Security and Preparedness and agents, from claims and liability for work done and services performed under this agreement. We have completed our approved work plan and have met all of the requirements stipulated under our agreement with the OHSP.”

E. In the event an audit has not been performed prior to the close out of the grant, OHSP retains the right to recover any disallowable costs identified in the final audit report.

The effective date of this agreement shall be July 15 , 2012, and it shall expire at midnight

August 31, 2012.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as follows:

FOR THE SUBGRANTEE:

COUNTY OF GLOUCESTER

Date: _____

WITNESS:

Date: _____

FOR THE OFFICE OF HOMELAND
SECURITY AND PREPAREDNESS:

Edward Dickson
Director

Date: _____

WITNESS:

Date: _____



New Jersey Office of Homeland Security and Preparedness Non-Supplanting Certification

Non-Supplanting Certification: This certification which is a required component of the grant agreement, affirms that OHSP State Aid and/or Federal Homeland Security grants funds will be used to supplement (add to) existing funds, and will not supplant (replace) funds that have been appropriated for the same purpose.

Certification Statement:

I certify that any funds awarded under this grant agreement will be used to supplement existing funds for program activities, and will not replace (supplant) non-Federal Funds.

Robert M. Dammingier, Director
NAME (Authorizing Official)

SIGNATURE

DATE: _____

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000 (d)); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a) It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) It will comply with requirement of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.



Department of Homeland Security
Preparedness Directorate
Office of Grants and Training

AWARD CONTINUATION
SHEET
Cooperative Agreement

PAGE 2 OF 4

PROJECT NUMBER 2007-GB-TX-K184

AWARD DATE 08/07/2007

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Grant Operations Financial Management Guide.
2. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
3. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of G&T.
4. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until the required Budget Detail Worksheet and Budget Narrative are reviewed and approved by the Office of Grant Operations (OGO) and a Grant Adjustment Notice (GAN) is issued removing this special condition.
5. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until all applicable programmatic documents are provided to and approved by the program office and a Grant Adjustment Notice (GAN) is issued removing this special condition.
6. The recipient agrees that all allocations and uses of the funds under this grant will be in accordance with the Fiscal Year 2007 Port Security Grant Program Guidance and Application Kit.



Department of Homeland Security
Preparedness Directorate
Office of Grants and Training

AWARD CONTINUATION SHEET

PAGE 1 OF 1

Cooperative Agreement

PROJECT NUMBER: 2007 GR-F7-K184

AWARD DATE: 08/07/2007

SPECIAL CONDITIONS

7. The following projects and costs are ineligible for funding and such costs are unallowable under the Port Security Grant Program:
- a. Projects that are awarded to Ferry systems participating in the FY 2007 Transit Security Grant Program (TSGP) Ferry Supplemental;
 - b. The development of risk/vulnerability assessment models and methodologies;
 - c. Projects in which Federal agencies are the primary beneficiary or that enhance Federal property;
 - d. Projects that study technology development for security of national or international cargo supply chains (e.g., e-seals, smart containers, container tracking, container intrusion detection devices);
 - e. Proof-of-concept projects;
 - f. Projects involving training and exercises that do not meet MTSA standards and/or requirements set by MTSA or DHS;
 - g. Projects that do not provide a compelling security benefit (e.g., primarily economic or safety vs. security);
 - h. Projects that duplicate capabilities being provided by the Federal government (e.g., vessel traffic systems, etc.);
 - i. Projects in which there are real or apparent conflicts of interest;
 - j. Personnel costs (except for direct management and administration of the grant award, (i.e., preparation of mandatory post-award reports));
 - k. Business operating expenses (certain security-related operational and maintenance costs are allowable. See "Specific Guidance on Security Operational and Maintenance Costs" in Appendix 2 (Sec. B.5) of the FY 2007 Port Security Grant Program Guidance and Application Kit for further guidance on exceptions);
 - l. Reimbursement of pre-award security expenses;
 - m. Weapons, including, but not limited to: firearms and ammunition, for outfitting facilities, vessels, or other structures;
 - n. Outfitting facilities, vessels, or other structures with equipment or items providing a hospitality benefit rather than a direct security benefit. Examples of such equipment or items include, but are not limited to: office furniture, CD players, DVD players, AM/FM radios, etc..;
 - o. Projects involving bridge infrastructure, roads, and nuclear power plants;
 - p. Commingling or adjustments of funds or projects from previous rounds of port security grant programs; and
 - q. Signage, projects for placarding and billboards, or hard fixed structure signage.
8. Neither repairs to existing equipment nor replacement equipment costs are funded. Equipment includes, but is not limited to, fencing, lighting, CCTV, access controls, etc.
9. All lighting must meet Occupational Safety and Health Administration (OSHA) requirements

CERTIFICATION REGARDING LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined by 28 CFR Part 69, the State must include the language of the certification below in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and require all subrecipients to certify and disclose accordingly. Subrecipients should refer to the regulations cited above and should also review the instructions included in the regulations before completing this form.

The subrecipient certifies, to the best of its knowledge and belief, that

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each

Robert M. Damming, Freeholder Director
Name and Title of Authorized Representative

Signature

July 26, 2012
Date

County of Gloucester 1200 N. Delsea Dr. Clayton, NJ 08312
Name and Address of Organization

Attachment D

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Robert M. Damminger, Freeholder Director
Name and Title of Authorized Representative

Signature

Jul. 26, 2012
Date

County of Gloucester
Name of Organization

1200 N. Delsea Drive Clayton, NJ 08312
Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



Conditions on CBRN/HazMat Grant Funding

As a condition of receipt of this grant, each recipient agrees to follow the requirements identified below:

- 1) Each county shall enter into written agreements with recognized hazmat service providers, if applicable, to reflect adequate county CBRN capacity, competency, and coordination. These agreements must be updated as warranted.
- 2) Each county will review and revise the EOP as necessary to reflect any significant changes, as indicated in #1 above.
- 3) The governing body of each county must enter into a statewide mutual aid agreement provided by the State, which allows its hazmat service providers to respond to out-of-county incidents, subject to availability of resources.
- 4) Must operate under the National Incident Management System.
- 5) Must utilize funds to meet and then exceed the proposed DEP/NJSP/DHSS standards found in the document entitled HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAMS, Standards for Operations and Training (February, 2003 edition) or its successor.
- 6) All recipients agree to participate in regional CBRN exercises with the State Office of Emergency Management.



Specialized Vehicles

The following represents the OHSP Grant and Program Management Bureau's (GPMB) current working definition of a "specialized vehicle" that may be approved utilizing local or state share FY08-FY11 SHSP/UASI funding. The definition is not envisioned to address every single possible example but it does provide for a standard that the GPMB uses when reviewing vehicle requests from the locals and state agencies who receive federal DHS grant funding from OHSP.

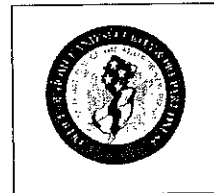
Specialized vehicles considered as an allowable cost to be funded with FY08-FY11 SHSP/UASI funds include but is not limited to:

- CBRNE tactical armored assault vehicles
- Light, medium and heavy duty customized USAR response vehicles such as those purchase by DSP/UASI for the 9 Metro Urban Search & Rescue Team fire departments
- Canine response vehicles set up with "hot dog cooling systems" participating in the New Jersey Detect and Render Safe Task Force (the new vehicle must be replacing one that is going out of service for such use unless it is a new start up response team joining the NJDRSTF)
- Explosive detection/bomb response vehicles participating in the New Jersey Detect and Render Safe Task Force (the new vehicle must be replacing one that is going out of service for such use unless it is a new start up response team joining the NJDRSTF)
- Specialized medical response and mass care vehicles such as mobile ERs, medical ambulance buses, medical ambulance rail cars, and mass fatality response vehicles
- HazMat response vehicles assigned to operational/technician level trained members of a designated state, county or municipal HazMat team that is outfitted with the necessary equipment and supplies to be fully functional at a hazardous materials event. The new HazMat response vehicle must be replacing one that is going out of service for such use. Consideration of prior year funding approved for HazMat vehicles will also be taken into account when reviewing requests for HazMat vehicles. A vehicle log will be maintained and readily available for OHSP audit purposes for any FY08-FY11 SHSP/UASI funded HazMat vehicle that documents HazMat responses per year
- Prime movers to serve as tow vehicles for SHSP/UASI funded evacuation, mass care and/or medical surge supply trailers. Requests for prime movers will be evaluated on a case-by-case basis. The intent is not to fund small pickup trucks but rather large hauling capacity prime movers that meet the spirit and intent as is defined in the Authorized Equipment List: 12TR-00-MOVR, Prime, for Equipment/Water Trailers (*Description:* A vehicle used to tow equipment trailers, such as a semi-trailer tractor).
- Each County Working Group or UASI Executive Committee must endorse and approve the use of the requested funding for the local share funded specialized vehicle
- Any new specialized vehicle funded with federal SHSP/UASI funding should be clearly marked (decals) to the extent possible.

General purpose, general transport and commuting vehicles are not considered specialized vehicles and as such, are not authorized to be funded with FY08-FY11 SHSP/UASI funding.



Homeland Security Grant Program (HSGP)
Extension Request



Date: Extension Request # (for this project):

Grant: Year:

Sub-Grantee Name:

Project Title:

Total Dollar Amount of Project:

Total Dollars Requiring Extension:

Project Manager Details:

Name: Phone Number:

Email:

Anticipated Completion Date:

1. Include all supporting documents to include current GTS reporting and purchasing documents

Please extend each of the following sections as required:

2. Provide a Justification for the Extension (*The fact that funds remain at the end of the grant performance period is not, in itself, sufficient justification for a grant extension.*)

3. BUDGET (Remaining funds, additional funds with sources, timelines.)

4. Plan for completion (Identify the date, identify the original performance period and all previous extensions.)

5. Project completion date (Identify the date, identify the original performance period and all previous extensions.)

6. Scope of work (Certify the project-without modification will be completed within the extended performance period. programmatic changes require revised spending plan/annex.)

Print Name, Title and Agency:
Project Manager

Date:

Signature:

To be completed by OHSP:

Approved ☐

Denied ☐

New Grant End Date:

Liaison Signature:

Date:

Deputy Bureau Chief Signature:

Date:

EXTENSION REQUEST GUIDELINES

EXTENSION REQUEST GUIDELINES

Requests for time extensions will be considered, but will not be granted automatically and **MUST** be supported by adequate justification in order to be processed. The justification must be a written explanation of the reasons for the delay; an outline of the remaining project funds available to support the extended Performance Period; and a description of performance measures necessary to complete the project. Without the justification, the extension requests will not be considered.

PROCESS

Subgrantees will complete the "Homeland Security Grant Program" (HSGP) Extension Request Form. The Extension Request will require a cover letter authored by responsible parties as follows:

- extension requests from any county shall be submitted to OHSP via a joint letter from the CWG chair and county purchasing agent
- extension requests from municipalities/towns from their business administrators
- extension letters from state agencies from their CAOs
- Non Governmental organizations from their CFOs/CAOs

HSGP Extension Request Form completion will require the following information:

1. REQUEST: (NOTE: CURRENT GTS REPORTS and supporting purchase documents must be attached)
 - a. The request must be submitted **90 days** prior to the expiration date of the Performance Period.
2. JUSTIFICATION FOR THE EXTENSION:
 - a. Identify the project by Investment and Project Name. Identify the status of the project.
 - b. Give a brief description of the reason for the delay in completion of the project within the Performance Period. Identify the circumstances (ie. EHP review, lack of match, construction delays, etc.) and why the circumstances caused the delay.
 - c. List the approved period of performance termination date and the new project completion date.

3. BUDGET:

- a. Identify the remaining funds, both FEMA and match, available for the extended period.
- b. Outline how the remaining funds will be used.
- c. Identify the sources for additional funding, if FEMA funds will not support the extension.
- d. Timeline outlining revised timing of expenditures.

4. PLAN FOR COMPLETION:

- a. Identify the Objectives necessary to complete the project.
- b. Identify completion dates for each of the Objectives.
- c. List the position/person responsible for oversight of the completion of the project.

5. PROJECT COMPLETION DATE:

- a. Identify the projected completion date for the Grant Award.
- b. Identify the initial grant award performance period and previous extensions.

6. SCOPE OF WORK:

- a. Provide a certification that the project will be completed within the extended Performance Period without modification to the approved scope of work.
- b. If a programmatic change is requested, the subgrantee must submit a revised Spending Plan and Annex for review/approval.

A

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH SALEM
COUNTY TO PROVIDE HOUSING ON AN AS NEEDED BASIS FOR GLOUCESTER
COUNTY FEMALE INMATES IN THE SALEM COUNTY CORRECTIONAL
FACILITY FROM SEPTEMBER 1, 2012 THROUGH AUGUST 31, 2019**

WHEREAS, N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties, to enter into shared services agreements; and

WHEREAS, The County of Gloucester recognizes the essential necessity of promoting public safety and has determined that the Salem County Correctional Facility has the capacity to provide safe, cost effective housing for a portion of the Gloucester County female inmate population while complying with all legal requirements for the detention and incarceration of female inmates; and

WHEREAS, the parties have negotiated terms wherein Gloucester County shall pay to Salem County a per diem fee for each housed female inmate in the amount of Seventy-two (\$72.00) dollars per day for the first year of this agreement. Thereafter, such per diem fee will increase to Eighty-two (\$82.00) dollars per day for the second and third years of this agreement. Thereafter, the per diem fee will increase three percent per year for the balance of this agreement, which ends on August 31, 2019; and

WHEREAS, Gloucester County is not obligated to supply or pay for a minimum number of female inmates under this open ended agreement, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute a Shared Services Agreement between the County of Gloucester and the County of Salem for female inmate detention and incarceration for the period commencing September 1, 2012 at a per diem fee for each housed female inmate in the amount of Seventy-two (\$72.00) dollars per day through August 31, 2013; Eighty-two (\$82.00) dollars per day from September 1, 2013 through August 31, 2015; and thereafter a three percent increase per year per day from September 1, 2015 through August 31, 2019; and

BE IT FURTHER RESOLVED, that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution; and

BE IT FURTHER RESOLVED, that before any purchase can be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 8, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

FI

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF SALEM, NEW JERSEY

FOR THE PROVISION OF FEMALE INMATE FACILITIES

MATTHEW P. LYONS,
GLOUCESTER COUNTY COUNSEL
Prepared by: Emmett E. Primas, Jr.,
Assistant County Counsel

TABLE OF CONTENTS

Recitals3
Paragraph A. Description of the Project and Services4
Paragraph B. Duration of Agreement4
Paragraph C. Fees4
Paragraph D. Medical Treatment5
Paragraph E. Provision of Necessary Information5
Paragraph F. Services6
Paragraph G. Transportation6
Paragraph H. Visitation6
Paragraph I. Limitation of Delegation6
Paragraph J. Indemnification6
Paragraph K. Compliance with Laws and Regulations7
Paragraph L. Insurance7
Paragraph M. Remedies8
Paragraph N. No Additional Waiver Implied by One Waiver8
Paragraph O. No Personal Liability8
Paragraph P. Employment Reconciliation Plan8
Paragraph Q. Miscellaneous8
Section 1. Amendment8
Section 2. Severability8
Section 3. Counterparts9
Section 4. Entire Agreement9
Section 5. Further Assurances and Corrective Instruments9
Section 6. Headings9
Section 7. Non-Waiver9
Section 8. Governing Law9
Paragraph R. Effective Date9

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this _____ day of _____, 2012, by and between the County of Salem, a body politic and corporate of the State of New Jersey ("Salem County"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester County").

RECITALS

1. Gloucester County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096; and
2. Salem County is a body politic and corporate of the State of New Jersey with main offices located at 94 Market Street, Salem, New Jersey 08079 and operates an adult county correctional facility located at 125 Cemetery Road, Woodstown, New Jersey; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for females detained by the County (hereinafter referred to as female inmates); and
4. Providing for the detention of Gloucester County's female inmates in the Salem County Correctional Facility provides a necessary service for Gloucester County and allows Salem County improved economies of scale through the sharing of the facility and detention staff and the payment of reasonable fees for the female inmates detained; and
5. The Parties initially entered into a Shared Services Agreement on January 1, 2010 wherein Salem County began to provide housing for Gloucester County female inmates at a per diem per occupied bed rate. Both are now seeking to revise and extend that relationship through this negotiated Agreement; and
6. The reasonably close proximity of the Salem County to the Gloucester County Seat and many other larger population centers in Gloucester County makes regionalization in these circumstances reasonable and efficient; and
7. N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, Gloucester County and Salem County do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF THE PROJECT AND THE SERVICES – NUMBER OF INMATES.

Consistent with the terms of this Agreement, Gloucester County shall transport to the Salem County Correctional Facility and Salem County shall accept from Gloucester County, Gloucester County's female inmates for housing at the Facility, in accordance with any and all applicable Federal and State statutes, rules and regulations for the maintenance and operation of New Jersey county jails. Salem County shall make every reasonable effort to provide up to 60 beds for Gloucester County at any given time; however, they shall pay only for beds occupied by their inmates.

B. DURATION OF AGREEMENT.

This Agreement shall be effective for the period commencing September 1, 2012, and concluding August 31, 2019. Either party may terminate this agreement for any reason by providing 90 days written notice to the other party as follows:

As to Gloucester County:

copy to:

Chad Bruner, County Administrator,
2 South Broad Street,
Woodbury, New Jersey 08096.

Matthew Lyons, County Counsel
Same Address

As to Salem County:

copy to:

Julie A. Acton, Freeholder Director
94 Market Street
Salem, New Jersey 08079

Ross Levitsky, County Counsel
39 East Avenue,
Woodstown, New Jersey 08098.

C. FEES.

Gloucester County shall pay to Salem County a per diem fee for each housed female inmate in the amount of:

- 2012-2013 \$72 per diem per bed effective September 1, 2012
- 2013-2015 \$82 per diem per bed effective September 1, 2013
- 2015-2019 3% increase of the per diem rate per bed rate effective September 1, 2015 and each successive September 1st until the expiration of the agreement

The parties agree that Gloucester County is not obligated to supply or pay for a minimum number of housed female inmates. Salem County will submit an invoice to Gloucester County each month for the housing fee, plus any reimbursable expenses incurred by Salem County pursuant to this agreement. The Gloucester County female inmates will be listed individually with their length of stay on a Gloucester County voucher. Gloucester County will place the voucher on its agenda for payment at its next bill-paying meeting, and thereafter make payment to "Treasurer, Salem County."

D. MEDICAL TREATMENT.

Salem County shall cause to be provided to Gloucester County female inmates all ordinary, routine, non-hospital, non-emergency care or treatment as part of the services provided pursuant to this contract.

Salem County shall also cause to be provided to Gloucester County female inmates any necessary care from hospitals and/or emergency providers.

All ordinary, routine, non-hospital, non-emergency care or treatment provided by Salem County to Gloucester County female inmates shall be paid for by Salem County and shall not be charged to Gloucester County. All off-site emergency and hospital care shall be paid for by Gloucester County. For all such care paid by Gloucester County, Salem County shall take whatever steps are necessary to facilitate timely notice and billing to Gloucester County's medical insurance provider.

Salem County shall pay for all over-the-counter medications only. All prescription drugs shall be paid for by Gloucester County.

Where medically reasonable and unless emergency conditions dictate otherwise, Salem County shall cause the service to be rendered by Underwood Memorial Hospital in Woodbury, New Jersey.

In the event that the treatment required is non-emergent in nature, Salem County shall so notify Gloucester County and Gloucester County will have the option of designating the service provider.

Salem County shall notify the designated Gloucester County representative by phone of any occurrence of a medical emergency, hospitalization or other crisis situation (such as suicide attempt; escape or escape attempt; illness; or the like) involving a Gloucester County female inmate. Salem County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

E. PROVISION OF NECESSARY INFORMATION.

Gloucester County shall furnish to Salem County, on such forms as Salem County may require, all information reasonably necessary for Salem County to admit and process the Gloucester County female inmates.

F. SERVICES.

Salem County will provide to all Gloucester County female inmates all services that may be required by Federal and State law, and which Salem County provides to its female inmates detained in the Salem County Correctional Facility.

G. TRANSPORTATION.

Gloucester County shall be responsible for all transportation of the Gloucester County female inmates to and from Salem County, with the exception that Salem County will perform all initial "pick-ups" of inmates so that a review of a given inmate can be performed before acceptance of the inmate for transportation to and housing in Salem County. Gloucester County shall also be responsible for transportation for any required court appearances, medical appointments or any other usual or required inmate transportation. To the fullest extent possible, non-emergent transportation will be scheduled between the parties' Correctional Departments in an attempt to minimize transportation costs.

Salem County shall provide any necessary transportation that occurs in the event of a medical emergency to a Gloucester County female inmate. In such event, Gloucester County will assume the appropriate oversight and control of the female inmate at the hospital or other destination.

H. VISITATION.

Visitation with Gloucester County female inmates shall be permitted by the Salem County Department of Corrections in accordance with its rules and regulations governing visitation of female inmates.

I. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by Gloucester County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described herein, consistent with the terms and provisions of this Shared Services Agreement.

Neither Gloucester County nor Salem County intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the providing of services by Salem County pursuant to this Agreement.

J. INDEMNIFICATION.

The parties hereby agree to mutually indemnify, defend and hold one another harmless from any and all claims, demands, liabilities, causes of action, complaints, suits (at law or in equity), damages, penalties, fines, judgments, losses, costs and expenses (including without limitation reasonable attorneys' fees, court costs, consultants' and experts' fees,

and the cost of enforcing this agreement) (collectively "claims"), arising in connection with or related to, directly or indirectly, the Services provided hereunder.

To the extent allowed by law, each party shall indemnify and hold the other harmless against any and all claims, demands, suits, and judgments of sums of money to any district for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of either party, its agents or employees while engaged upon or in connection with the Services required or performed hereunder.

It is the parties' intention that this Agreement shall be interpreted to be broad in nature, whereby each party agrees to indemnify the other for its own acts unless it is determined that one party alone was solely negligent.

The parties' mutual obligations under this Section shall survive the cancellation or termination of the Agreement and shall be binding upon the heirs, successors, administrators and assigns of each of the parties hereto.

No party to this Agreement waives any immunity to which it may be entitled pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

K. COMPLIANCE WITH LAWS AND REGULATIONS.

Gloucester and Salem agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.

L. INSURANCE.

At all times during the term of this Shared Services Agreement, Salem shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, law enforcement, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement, and shall provide that Gloucester County be named as an additional insured. Salem County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

M. REMEDIES.

In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. Good faith attempts at resolution will include discussions between the two parties without the intervention of a third party.

If the dispute cannot be settled through direct discussions, the parties agree to endeavor to next attempt to settle the dispute by mediation administered by the American Arbitration Association under its applicable mediation procedures before resorting to any other remedy. Any unresolved controversy or claim arising from or relating to this contract shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

N. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

O. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either party, in his or her individual capacity, and neither the officers, agents or employees of such party nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

P. EMPLOYMENT RECONCILIATION PLAN.

At the time of the inception of this agreement Gloucester County is not housing any female inmates in its own facilities. As such, pursuant to N.J.S.A. 40A:65-11, the parties in knowledge that an Employment Reconciliation Plan is not being included in this agreement because Gloucester County is not by this agreement contracting for another local unit to provide a service it is currently providing.

Q. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

3. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
 4. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
 5. **Further Assurances and Corrective Instruments.** Each party shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
 6. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
 7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
 8. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
- R. EFFECTIVE DATE.** This Agreement shall be effective as of September 1, 2012, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COUNTY OF SALEM

, CLERK

JULIE A. ACTON, DIRECTOR

F2

**RESOLUTION ACCEPTING DONATION OF \$6,090.83 FROM UNITY SERVICE
AMBULANCE ASSOCIATION FOR THE EXCLUSIVE USE OF THE COUNTY'S
SHERIFF'S DEPARTMENT K-9 UNIT**

WHEREAS, the Gloucester County's ("County") Sheriff's Department previously established, and continues to maintain, a K-9 unit; and

WHEREAS, the County's Sheriff's Department K-9 Unit currently has multiple K-9s and handlers in the said unit; and

WHEREAS, the County's Sheriff's Department incurs costs and expenses in the maintenance and operation of its K-9 Unit; and

WHEREAS, the continued funding of the County's Sheriff's Department K-9 unit is in the best interest of the residents and taxpayers of the County based upon the unique services provided by the said unit; and

WHEREAS, N.J.S.A. 40A:5-29 authorizes and empowers local units, such as counties, to accept bequests, legacies, and gifts; and further empowers such local units, including counties, to utilize such bequests, legacies and gifts in the manner set forth in the conditions of such bequests, legacies or gifts; and

WHEREAS, the County is then authorized and empowered to accept gifts, and to utilize such gifts in the manner set forth in the conditions of the gift; and

WHEREAS, the Unity Service Ambulance Association ("Unity") of Harrisonville, New Jersey, recently voted to dissolve their organization, and in doing so, adopted a plan to liquidate the said association, and distribute the remaining funds of same; and

WHEREAS, Unity's plan of liquidation and dissolution provided that the County's Sheriff's Department's K-9 Unit was named as a beneficiary of 2% of Unity's remaining funds for distribution after liquidation of its assets; and

WHEREAS, Unity has notified the County's Sheriff's Department K-9 Unit, as a beneficiary in Unity's plan of dissolution, that it will receive a distribution in the form of a gift in the sum \$6,090.83, conditioned upon the County utilizing 100% of the distributed funds for the exclusive use of the County's Sheriff's Department K-9 Unit; and

WHEREAS, the County's is authorized and empowered under N.J.S.A. 40A:5-29 to receive the distributed funds as a gift from Unity, and to adhere to the conditions attached to the gift requiring dedication of those funds to the exclusive use of the County's Sheriff's Department K-9 Unit; and

WHEREAS, it is in the interest of the County, and its residents and taxpayers, to accept and receive from Unity the \$6,090.83 gift for the sole and exclusive use of the County's Sheriff's Department K-9 Unit; and

WHEREAS, the terms and conditions imposed by Unity upon its gift to the County are reasonable, and not inconsistent with the laws of the State of New Jersey and/or the United States.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. That the County hereby accepts the gift of \$6,090.83 from Unity for the sole and exclusive use of and by the County Sheriff's Department K-9 Unit; and

2. That the County hereby confirms and agrees that Unity's gift to the County of \$6,090.83 shall be dedicated for the exclusive use of the County's Sheriff's Department K-9 Unit; and
3. That the Freeholder Director, the Clerk of the Board, the County Administrator, and the County Sheriff, be, and the same hereby are, authorized to sign any and all documents that may be required in order for the County to receive the afore-said gift from Unity, and to effectuate the purposes of this Resolution.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, August 8, 2012, Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**RESOLUTION AUTHORIZING A SHARED SERVICES
AGREEMENT TO PROVIDE LANDSCAPE DESIGN
SERVICES FOR THE BOROUGH OF SWEDESBORO**

WHEREAS, the Borough of Swedesboro ("Borough"), located in the County of Gloucester, has a need for landscape design services, specifically to develop a landscape design for Swedesboro Auction Park, and other possible projects; and

WHEREAS, the County of Gloucester ("County") employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Borough has requested the County to make its Landscape Design Architect available to the Borough for the provision of such services for the Borough; and

WHEREAS, the County and the Borough desire to enter into an agreement for the purpose of describing the nature of the services to be provided, and the relationship in this context of the parties, consistent with the terms and provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (hereinafter the "Act"); and

WHEREAS, the Act specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and the Clerk of the Board, are hereby authorized to execute the Shared Services Agreement made by and between the County of Gloucester and the Borough of Swedesboro for the provision of landscape consultation services by the County's Landscape Design Architect for a landscape design for Swedesboro Auction Park and other possible projects.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 8, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**SHARED SERVICES AGREEMENT BETWEEN THE
COUNTY OF GLOUCESTER AND THE BOROUGH OF SWEDESBORO
FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

This Uniform Shared Services Agreement ("Shared Services Agreement"), dated this 8th day of August 2012, by and between the **Borough of Swedesboro**, a body politic and corporate of the State of New Jersey (hereinafter the "Borough"), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the "County").

RECITALS

WHEREAS, the Borough, which is located in the County, has need for a Landscape Architect's design services to develop a landscape design project for Swedesboro Auction Park and other possible projects; and

WHEREAS, the County employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Borough has requested that County make its Landscape Design Architect available to the Borough for the provision of such services; and

WHEREAS, the County is willing and able to make its Landscape Design Architect services available to the Borough, and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the "Act"), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties hereto, the Borough and the County do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

The County will make available to the Borough its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to the Borough for a landscape design for Swedesboro Auction Park, and other possible projects in the Borough

B. NO PAYMENT FROM BOROUGH TO COUNTY.

The services to be provided by the County's Landscape Design Architect will be rendered by a full-time County employee. All other services, materials and the like, will be provided by the Borough. The parties agree that the Borough is not obligated to reimburse the County for the cost of the Landscape Design Architect's services.

C. DURATION OF AGREEMENT.

This Shared Services Agreement shall be effective on the date set forth below in Section G, and shall conclude no later than one (1) year from the effective date.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor Borough intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the County's Landscape Design Architect providing the services in connection with the project described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Borough hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the Borough and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The Borough represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the Borough shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

E. COMPLIANCE WITH LAWS AND REGULATIONS

The Borough agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

F. MISCELLANEOUS

1. **Amendment.** This Shared Services Agreement may not be amended without express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Borough, and respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any competent court of jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Borough and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

G. **EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of August 8, 2012 which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DiLELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF SWEDESBORO

DOLORES M. CONNORS,
MUNICIPAL CLERK

THOMAS W. FROMM, MAYOR

G2

**RESOLUTION PRELIMINARILY APPROVING ACQUISITION BY THE COUNTY OF
DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF TRACIE VANDERGRACHT,
KNOWN AS BLOCK 55, LOT 3, IN THE TOWNSHIP OF WOOLWICH THROUGH THE
TOWNSHIP'S PLANNING INCENTIVE GRANT (PIG) APPLICATION FOR THE FARMLAND
PRESERVATION PROGRAM**

WHEREAS, Woolwich Township (hereinafter the "Township") submitted a Municipal Farmland Preservation Program Planning Incentive Grant (PIG) Application to the State Agriculture Development Committee (hereinafter the "SADC") on January 14, 2004, pursuant to the New Jersey State Agriculture Retention and Development Act and the Planning Incentive Grant Program; and

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Agriculture Board") passed a resolution on February 10, 2005, endorsing the Township's PIG Application; and

WHEREAS, the Gloucester County Board of Chosen Freeholders (hereinafter the "County") passed a resolution supporting the funding of the Township's PIG Application on May 4, 2005; and

WHEREAS, The County has been asked to grant preliminary approval for the purchase of the development easement rights on the hereinafter described farm property (hereinafter the "Property") within the Township's PIG project area:

Owner:	Tracie Vandergracht
Block/Lot:	Block 55, Lot 3
Approx. Acres:	18.8
Exception area(s):	One 1-acre non-severable exception
Ag. Labor Unit(s):	0
Single Family Residence(s):	0 (1 single family residence in exception area)
Existing Non-Ag. Uses:	None; and

WHEREAS, the SADC and the County intend to cost share with the Township for the purchase of the development easement rights on the Property; and

WHEREAS, based upon the SADC's Certification Report issued for the Property, which indicated a development easement value of \$15,400.00 per acre, the estimated cost breakdown for acquisition of the development easement rights is as follows:

County:	\$58,000.00 (20% of the acquisition costs)
Township:	\$58,000.00 (20% of the acquisition costs)
<u>SADC:</u>	<u>\$174,000.00 (60% of the acquisition costs)</u>
TOTAL:	\$290,000.00; and

WHEREAS, it is understood that the County will in the future execute a resolution granting final approval for the acquisition of the development easement rights of the Property once all required engineering and surveying work has been completed, and specific acquisition costs have been determined for the Property based upon its final surveyed acres.

NOW, THEREFORE, BE IT RESOLVED, by the Gloucester County Board of Chosen Freeholders that preliminary approval is hereby granted for the County to purchase the development easement rights of the farm property of Tracie Vandergracht, known as Block 55, Lot 3 in the Township, to be acquired through the Township's PIG Application for the Farmland Preservation Program; subject however to final approval by further resolution of the Freeholder Board, and the certification of availability of funds by the County for the County's portion of the acquisition costs.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, August 8, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION PRELIMINARILY APPROVING ACQUISITION BY THE COUNTY OF DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF BENNY A. SORBELLO FAMILY, LLC, KNOWN AS BLOCK 49, LOT 2 AND BLOCK 50, LOT 2, IN THE TOWNSHIP OF WOOLWICH THROUGH THE TOWNSHIP'S PLANNING INCENTIVE GRANT (PIG) APPLICATION FOR THE FARMLAND PRESERVATION PROGRAM

WHEREAS, Woolwich Township (hereinafter the "Township") submitted a Municipal Farmland Preservation Program Planning Incentive Grant (PIG) Application to the State Agriculture Development Committee (hereinafter the "SADC") on January 14, 2004, pursuant to the New Jersey State Agriculture Retention and Development Act and the Planning Incentive Grant Program; and

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Agriculture Board") passed a resolution on February 10, 2005, endorsing the Township's PIG Application; and

WHEREAS, the Gloucester County Board of Chosen Freeholders (hereinafter the "County") passed a resolution supporting the funding of the Township's PIG Application on May 4, 2005; and

WHEREAS, The County has been asked to grant preliminary approval for the purchase of the development easement rights on the hereinafter described farm property (hereinafter the "Property") within the Township's PIG project area:

Owner:	Benny A. Sorbello Family LLC
Block/Lot:	Block 49, Lot 2 & Block 50, Lot 2
Approx. Acres:	80.53
Exception area(s):	One 1-acre non-severable exception
Ag. Labor Unit(s):	0
Single Family Residence(s):	0
Existing Non-Ag. Uses:	None; and

WHEREAS, the SADC and the County intend to cost share with the Township for the purchase of the development easement rights on the Property; and

WHEREAS, based upon the SADC's Certification Report issued for the Property, which indicated a development easement value of \$14,400.00 per acre, the estimated cost breakdown for acquisition of the development easement rights is as follows:

County:	\$232,000.00 (20% of the acquisition costs)
Township:	\$232,000.00 (20% of the acquisition costs)
<u>SADC:</u>	<u>\$696,000.00 (60% of the acquisition costs)</u>
TOTAL:	\$1,160,000.00; and

WHEREAS, it is understood that the County will in the future execute a resolution granting final approval for the acquisition of the development easement rights of the Property once all required engineering and surveying work has been completed, and specific acquisition costs have been determined for the Property based upon its final surveyed acres.

NOW, THEREFORE, BE IT RESOLVED, by the Gloucester County Board of Chosen Freeholders that preliminary approval is hereby granted for the County to purchase the development easement rights of the farm property of Benny A. Sorbello Family, LLC, known as Block 49, Lot 2, and Block 50, Lot 2 in the Township, to be acquired through the Township's PIG Application for the Farmland Preservation Program; subject however to final approval by further resolution of the Freeholder Board, and the certification of availability of funds by the County for the County's portion of the acquisition costs.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, August 8, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**RESOLUTION AMENDING ADMINISTRATIVE CODE PRK-6 PARK RULES AND
REGULATIONS TO PROVIDE THAT NO PERSON SHALL SMOKE IN PARKS**

WHEREAS, on July 25, 2012, the American Cancer Society released a report that detailed that the rate of cancer, and deaths from cancer in New Jersey are higher than the national average; and

WHEREAS, the report noted that the rates of cancer are higher in South Jersey and are directly linked to cigarette smoking; and

WHEREAS, according to the report, "cancer incidence rates" exceed the State average by seven (7%) percent in Gloucester County; and

WHEREAS, the Gloucester County Board of Chosen Freeholders, whose responsibilities include promoting the health, safety and welfare of its citizenry, support a clean and healthy community for its residents and visitors alike; and

WHEREAS, Gloucester County is home to four (4) public parks which are visited more than 651,000 times per year by children, adults and senior citizens; and

WHEREAS, parks, by their general nature are intended to be a place of recreation, health, relaxation, and natural beauty; and

WHEREAS, after serious consideration of the health risks caused by second-hand smoke, the Gloucester County Board of Chosen Freeholders wishes to ban smoking in its parks, and will support those municipalities who host County parks, in their commitment to prohibit smoking, chewing tobacco and other tobacco products from being used in publicly-owned parks and recreational areas.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That in the best interest of the health, safety and welfare of the general public, the County of Gloucester hereby amends Administrative Code PRK-6 Section 4(b) of the Gloucester County Park Rules and Regulations to read: "No person shall utilize or smoke any tobacco in any park area".
2. That "No Smoking" signs or the international "No Smoking" symbol shall be clearly and conspicuously posted in each County park and recreational area.
3. That violators shall be dealt with in accordance with local Ordinances set forth in each municipality.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, held on Wednesday, August 8, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DI LELLA
CLERK OF THE BOARD**